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Vol. V
TRANSCRIPT OF RECORD

(Pages 2331 to 3096)

Supreme Court of the United States

OCTOBER TERM, 1952

No. 53

AMERICAN NEWSPAPER PUBLISHERS ASSOCIATION, PETITIONER,

vs.

NATIONAL LABOR RELATIONS BOARD

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

PETITION FOR CERTIORARI FILED MAY 6, 1952
CERTIORARI GRANTED OCTOBER 13, 1952

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GENERAL COUNSEL'S EXHIBIT 36-T

DETROIT NEWSPAPER PUBLISHERS ASSOCIATION
732 Lafayette Building
DETROIT 26, MICHIGAN

December 30, 1947

Detroit Typographical Union #18,
915 Transportation Building,
Detroit 26, Michigan.

Attention: Mr. C. G. Sparkman

Gentlemen:

If you will refer to my letter of October 29, 1947, in the next to the last paragraph I stated amongst other things "scale to take effect November 1, 1947 if the matter is concluded by December 30, 1947 or retroactive for sixty days". Please consider this an amendment of my aforesaid letter and an extension of the retroactive commitment therein contained from sixty days to ninety days if agreement is not reached until after January 30, 1948.

Very truly yours,

DETROIT NEWSPAPER PUBLISHERS ASSN.
/s/ Norman W. Applegarth
Executive Secretary.

NWA:2

GENERAL COUNSEL'S EXHIBIT 37-A

DETROIT TIMES DEPARTMENT
Hearst Publishing Company, Inc.

(a) State of incorporation, Delaware.

(b) The nature of your newspaper's business:
Publication of daily and Sunday metropolitan ne
papers having considerable nation wide circulation.

(c) The area and the volume of its circulation:

	Number of Copies Circulated			
Circulation	Daily	%	Sunday	
Intrastate	407,217	99.2	548,134	8
Interstate	2,895	.8	61,628	1
	410,112		609,762	

See Audit Bureau of Circulation Audit 410,112 (dail
and 609,762 (Sunday). (12 months 3-31-47).

(d) The amount of newsprint used during the twel
month period, Dec. 31, 1946, to Dec. 31, 1947, both as
tons, dollar value and % purchased outside of state.

Tons of newsprint used during period 39,477.28 to
Value ..... $3,496,418.
% purchased outside of state 190

(e) The same for ink, type metal, mats, etc.

For the 12 month period Dec. 31, 1946 to Dec. 31, 194
we used:

	Amount		Value	% purchased outside of sta
Ink	773	tons	$66,467.07	0
Linotype metal	4.7	tons	2;112.18	100
Matrix paper	48,179	mats	8,514.13	100

(f) The total volume of advertising carried in inch
or lines, however it is calculated, and the percentage
which is general or national advertising coming to you
newspapers from out of state agencies or advertisers:

For the 12 month period, Dec. 31, 1946 to Dec. 31, 194
we carried:

Total advertising of 1,307,0 0 inches.

Out of state advertising 343,490 inches, 26.2%.

(g) A list of the feature services used, a list of th
press association services utilized and the percentage o
out of state news to local and state news used by you
newspaper:

Feature services:
United Feature Service
McNaught Feature Service
King Feature Service
Bell Feature Service
National Feature Service
Photo Services:
International News Photos
Associated Press News Photos
Press Associations:
International News Service
Associated Press
United Press

Out of state news is estimated at approximately 25% of total news.

GENERAL COUNSEL'S EXHIBIT 37-B

DETROIT NEWS
THE EVENING NEWS ASSOCIATION

(a) State of incorporation, Michigan.

(b) The nature of your newspaper's business:

Publication of daily and Sunday metropolitan newspapers having considerable nation wide circulation.

(c) The area and the volume of its circulation:

	Number of Copies Circulated			
Circulation	Daily	%	Sunday	%
Intrastate	423,493	99.2	538,751	96.3
Interstate	3,388	.8	19,934	3.7

See Audit Bureau of Circulation Audit September 30, 1947 (daily) and ..... (Sunday).

(d) The amount of newsprint used during the twelve month period, January 1, 1947, to December 31, 1947, both as to tons, dollar value and % purchased outside of state.

Tons of newsprint used during period	60,692
Value	$.....
% purchased outside of state	100%

(e) The same for ink, type metal, mats, etc.

For the 12 month period January 1, 1947 to December 31, 1947, we used:

	Amount		Value	% purchased outside of state
Ink		tons		None %
Linotype metal	32	tons	$6,400.00	100 %
Matrix paper	46,273	mats	7,866.41	100 %

(f) The total volume of advertising carried in inches or lines, however it is calculated, and the percentage of which is general or national advertising coming to your newspapers from out of state agencies or advertisers:

For the 12 month period, January 1, 1947 to December 31, 1947, we carried:

Total advertising of 29,437,255 lines.

Out of state advertising of 3,629,809 lines, 12.3%.

(g) A list of the feature services used, a list of the press association services utilized and the percentage of out of state news to local and state news used by your newspaper:

Feature services:

Bell Syndicate, N.Y.C.

North American Newspaper Alliance, N.Y.C.

Chicago Tribune Syndicate, Chicago
McClure Newspaper Syndicate, N.Y.C.
New York Post Syndicate, N.Y.C.
United Features Syndicate, N.Y.C.
Chicago Sun Times, Chicago

Photo Services:
Acme Photo Service, Cleveland
A. P. Wire Photo Service, N.Y.C.

Press Associations:
Associated Press
United Press
Chicago Daily News Foreign News Service

Out of state news is estimated at approximately 75% of total news.

GENERAL COUNSEL'S EXHIBIT 37-C

THE DETROIT FREE PRESS
(KNIGHT NEWSPAPERS, INC.)
DETROIT, March 17, 1948

(a) State of incorporation, Ohio.

(b) The nature of your newspaper's business:
Publication of daily and Sunday metropolitan newspapers having considerable nation wide circulation.

(c) The area and the volume of its circulation:

	Number of Copies Circulated			
Circulation	Daily	%	Sunday	%
Intrastate	423,453	98.28	457,505	96.81
Interstate	7,394	1.72	15,051	3.19

See Audit Bureau of Circulation Audit Sept. 30, 1947 (daily) and Sept. 28, 1947 (Sunday).

(d) The amount of newsprint used during the twelve month period, Jan. 1, 1947, to Dec. 31, 1947, both as to tons, dollar value and % purchased outside of state.

Tons of newsprint used during period	31,721
Value	$3,294,327.29
% purchased outside of state	100%

(e) The same for ink, type metal, mats, etc.

For the 12 month period Jan. 1, 1947 to Dec. 31, 1947, we used:

	Amount	Value	% purchased outside of state
Ink	635 tons	$46,618.10	None %
Linotype metal	14.5 tons	3,004.19	100 %
Matrix paper	30,470 mats	4,582.35	100 %

(f) The total volume of advertising carried in inches or lines, however it is calculated, and the percentage of which is general or national advertising coming to your newspapers from out of state agencies or advertisers:

For the 12 month period, Jan. 1, 1947 to Dec. 31, 1947 we carried:

Out of state advertising of 202,480 inches, 19.09%.

(g) A list of the feature services used, a list of the press association services utilized and the percentage of out of state news to local and state news used by your newspaper:

Feature services:

Geo. Matthew Adams Serv., N. Y. City; Bell Syndicate, N. Y. City; Chicago Sun-Times, Chicago; Independent Syndicate, N. Y. City; Ledger Syndicate, Phila.; Chicago Tribune-New York News, N. Y. City; King Features Syndicate, N. Y. City; McClure Newspaper Syndicate, N. Y. City; McNaught Syndicate, N. Y. City.

Photo Services:

Associated Press Wire Photo Service, N. Y. City.

Press Associations:

Associated Press, New York City
United Press, New York City
New York Times, New York City
Chicago Tribune, Chicago

Out of state news is estimated at approximately 25% of total news.

GENERAL COUNSEL'S EXHIBIT 47-A

June 19, 1947

Buffalo Typographical Union No. 9,
410 White Building,
Buffalo, 2, N. Y.

Gentlemen:

Acknowledgment is made of your letter of the 5th, enclosing your new proposal to take the place of the present contract expiring on August 19, 1947.

Our proposal to you is our existing contract with changes in sections 13, 24, 30 and 50, copy of which is attached.

Yours very truly,

BUFFALO EVENING NEWS
By James H. Righter
Buffalo Courier-Express, Inc.
By B. Clancy

JHR:W

GENERAL COUNSEL'S EXHIBIT 48-A

Carl N. Flavin, President
Ralph J. Mock, Vice President
John Forster, Secretary-Treasurer

BUFFALO TYPOGRAPHICAL UNION, NO. 9
(Organized 1852)

MEETS FIRST SUNDAY IN MONTH

Old Age Benefits
Technical Education
I.T.U. Benefits
Sick Benefits
Mortuary Benefits

August 14, 1947

Phone CLeveland 2341
410 WHITE BUILDING
BUFFALO 2, NEW YORK

Mr. Clayton G. Underhill, Chairman
Buffalo Newspaper Publishers
216 Main Street
Buffalo 2, N. Y.

Dear Mr. Underhill:

You are hereby notified that Buffalo Typographical Union No. 9 is withdrawing the proposal as submitted to the publishers of the Buffalo Evening News and Buffalo Courier-Express, Inc. on June 5, 1947, because of failure to reach an agreement.

Both conciliation services have been notified in accordance with the 60-day notice, and the Union therefore has complied with all laws.

Buffalo Typographical Union No. 9 now feels free to take any action it deems necessary.

Yours truly,
Buffalo Typographical Union No. 9
Carl N. Flavin
President
John Forster
Secretary-Treasurer

GENERAL COUNSEL'S EXHIBIT 50

AGREEMENT

(e) It is understood and agreed that the General Laws of the International Typographical Union, in effect January 1, 1947, not in conflict with law or this contract, shall govern relations between the parties on conditions not specifically enumerated herein.

(e) The party of the first part recognizes that the party of the second part cannot compel members to work with non-union printers and apprentices and therefore agrees that any refusal by its workers to work with non-union employes shall not constitute a breach of this agreement.

(i) It is agreed that the producers for the settlement of any differences or grievances arising under this contract are exclusive, and in consideration of the mutual undertaking herein contained, it is agreed by and between the parties hereto that the only recourse each may have against the other for any damages alleged to be due for any breach of this contract shall be to the Joint Standing Committee provided here in and that no award for damages shall in any event exceed the sum of $25; provided that such limitation of $25 shall not apply to claims for wages.

GENERAL COUNSEL'S EXHIBIT NO. 51

CONDITIONS OF EMPLOYMENT

This schedule of the Conditions of Employment, as hereinafter stated, is in nowise a contract nor is it an offer susceptible of acceptance by an employer in any manner to infer that there has been any meeting of the minds in collective bargaining to attain the results hereinafter prescribed solely by the union.

This policy of prescribing conditions of employment by union action only is for the purpose of retaining all legal rights of the union and its individual members.

Buffalo Typographical Union No. 9, a subordinate union of the International Typographical Union and subject to all of its laws, regulations and decisions, hereby, and with the consent and support of the International Typographical Union, establishes the wages, hours and conditions under which members of Buffalo Typographical Union No. 9 shall work, as stated in the schedules and provisions

herein, on and after August 20, 1947, subject only to such alteration, amendment or withdrawal as may be authorized by a vote of the membership as prescribed by local laws and approved by the International Typographical Union.

No local officer, chapel chairman, or other member of the union shall be authorized to act as an "agent" of the union for any purpose or act prohibited by state or federal laws. The union promulgating these conditions of employment accepts no obligations as a collective bargaining agent as defined by the Labor Management Relations Act of 1947. Any act of members of the union to quit their employment is a matter of their individual rights and prerogatives.

Failure on the part of any employer of members of the union, to provide employment at the standards set forth in these conditions will be evidence such employer has locked out members of our union and with the consent of the International Typographical Union such members may be classified as locked out and other members may be notified of such lockout.

DAILY NEWSPAPER SCALE

Section 10. 7½ hours shall constitute a day's work; five days shall constitute a week's work.

Section 11. 7½ hours shall constitute a night's work; five nights shall constitute a week's work.

Section 12. Day work shall be between 7 A.M. and 6 P.M. Night work shall be between 6 P.M. and 7 A.M.

Section 13. When it is necessary to work regularly designated split shifts, running from day into night hours, said shift shall consist of 7 hours and shall be paid not less than $86 per week.

Section 14. All shifts starting after 9:30 P.M. shall consist of 7 hours. Journeymen working such shifts shall receive the night rate plus 80 cents per shift.

Section 15. All journeymen shall receive not less than $82.00 per week for day work, and not less than $86.00 per week for night work.

Section 16. Machinist-operators shall receive not less than $85.30 per week for day work and not less than $89.30 per week for night work based on operating and caring for one machine.

Section 17. A machinist shall be employed where five or more machines are in operation. Machinists shall receive not less than $85.30 per week for day work and not less than $89.30 per week for night work.

Section 18. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

[The minimum scale for apprentices shall not be less than that provided for by federal, state, county or municipal laws. Otherwise such scale shall be in proportion to the journeyman's scale for day and night work. In no instance can such scale be less than the amount provided by the Fair Labor Standards Act.]

First year	30%	Fourth year	60%
Second year	40%	Fifth year	70%
Third year	50%	Sixth year	80%

APPRENTICES

Section 19. Apprentices may work in the ratio of one to every five journeymen situations, but not more than four apprentices in any one office.

Section 20. Qualifications — To be eligible for apprenticeship, applicants must be not less than 16 years of age; must pass the ITU technical examination; and must pass a physical examination made by a qualified medical examiner, approved by the union. The examinations must show mental and physical fitness and adaptability to the trade.

Section 21. Term of Apprenticeship — The term of apprenticeship shall be six years. Provided, that upon request of the foreman and the union, and with the consent of the ITU Bureau of Education, the committee may upgrade an apprentice who has shown the ability to advance in excess of the time and work schedules prescribed herein.

Section 22. Probationary Period — The first year of the apprenticeship shall be a probationary period. During the probationary period, an apprenticeship may be annulled by either the apprentice or the union notifying the other. After the probationary period, the union may cancel an apprenticeship for adequate cause.

Section 23. Beginning with the second year, apprentices shall be enrolled in and complete the ITU course of lessons in printing before being admitted as journeyman

members of the union. Beginning with the first year, apprentices shall purchase and study the ITU Lessons in Unionism.

Section 24. The foreman and chairman shall see that apprentices are afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. When apprentices show proficiency in one branch they must be advanced to other classes of work. Arrangements must be made to have apprentices during the final year instructed on any and all typesetting and typecasting devices in use in the office where they are employed.

Section 25. Should an apprentice be careless and neglectful of the duties required by those on control of his trade training, his case shall be investigated by the local committee on apprentices and presented to the union for action.

Section 26. Apprentices shall be given the same protection as journey men and shall be governed by the same shop rules, working conditions and hours of labor.

Section 27. No apprentice shall work overtime except when no journeyman is available, and in such case the apprentice shall be paid price and one-half on the apprentice scale he is receiving. At no time shall any apprentice have charge of a department or class of work.

Section 28. Apprentices shall undergo periodic examinations before the local committee on apprentices. Their work must show that they are entitled to the increased wage scale provided herein.

Section 29. Chairmen of offices where registered apprentices are employed are required to make quarterly reports to the local committee on apprentices. These reports must show if the conditions pertaining to apprentices are being fulfilled; whether apprentices are being held back or if they are advanced in the different process of the trade, and where apprentices are negligent or incapable of becoming competent workmen such facts must be set forth in the report.

Section 30. The local union has the right to refuse to register apprentices working in any office which does not have the necessary equipment to afford instruction being given in the different branches of work.

Section 31. No apprentice shall leave an office and enter the services of another office without the written consent of the president of the union.

MISCELLANEOUS

Section 32. Overtime, price and one-half based on hourly wage paid. On evening newspapers after 6 P.M., night newspaper overtime scale shall be paid. No members doing mechanical work shall be required to work before or in excess of the unit hours established as a day's, a night's, or a week's work unless the overtime rate shall be paid for the excess time.

Section 33. No member shall be required or permitted to hold a situation of more than five days or five nights in a financial week. When members are required by the office to work upon their off day or night or a sixth shift within a financial week they shall be paid time and one-half for such shift; double time shall be paid for shifts in excess of the sixth shift. Overtime may be waived in the case of the general foreman in each composing room whose duties are solely of a supervisory and clerical nature.

Section 34. Lunch time shall be designated by the foreman at the convenience of the office, but not before three hours after the beginning of a shift and shall not be paid for.

Section 35. In no case shall a member receive pay for less than a full shift except when discharged for cause or excused at his own request. When a regular sitation holder is called for work by the foreman after the regular hour for beginning he shall receive a full day's pay.

Section 36. The union prescribes no obligation or duty for, or on behalf of, its members to work on any particular product not wholly produced in the shop in which they work. The union hereby reserves to each member the right to exercise any legal prerogative he may have to act individually in the quitting of his employment or to work only when he considers himself able to do so. The union accepts no obligation as regards the number of men needed to do the volume of work required by the office. It shall be the duty of union members to produce as original matter, and to the same effect and standards, all matter inserted in the paper meeting the following description:

Any advertisement originally set within the jurisdiction of aforesaid union; any advertisement, wherever set, advertising the business of any concern that is in the local field.

The foreman of the composing room shall make such matter available to be produced within five days.

The union considers it an unfair labor practice for an office to deprive union members of work by requiring or permitting advertisers to supply mats or plates of local advertising. Union members are not required to be a party to such practices.

Section 37. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules, which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of members, or their rights under International Typographical Union laws. A discharged member shall have the right to challenge the fairness of any office rule which is applied to bring about his discharge.

Section 38. When it becomes necessary to decrease the force such decrease shall be accomplished by discharging first the member or members last employed either as regular employes or as extra employes, as the exigencies of the matter may require. Should there be an increase in the force the members displaced through such cause shall be reinstated in reverse order in which they were discharged before others may be employed. Upon demand, the foreman shall give the reason for discharge in writing. Members considered capable as substitutes by the foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen. Demand for written reason for discharge shall be made within seventy-two hours after member is informed of discharge.

Section 39. Any member who has been discharged and believes the discharge unjustified shall have the right to appeal to the chapel. The discharged member or the foreman may appeal from the decision of the chapel to the local union. From the decision of the local union appeal may be made by either to the Executive Council of the International Union and a convention as provided by I.T.U. laws.

Section 40. The union reserves to its members the right to seek employment elsewhere when any condition in the office where they are working becomes unsatisfactory, and to refuse to work when they consider themselves un-

able or unwilling to perform the duties imposed by the office.

Section 41. Sanitary Regulations. The office must be a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work of the composing room; and all machines or apparatus operated in the composing room or in the rooms adjacent thereto from which dust, gases or other impurities are produced or generated shall be equipped in such manner as to protect the health of members.

Section 43. Learners on machines shall be journeymen or apprentices in the final year of apprenticeship.

Section 44. When a member on a morning or evening newspaper is called to work either before or after the regular day's work, he shall receive one dollar ($1.00) extra for said call, in addition to price and one-half of the day or night scale, as the case may be; provided, that in no case shall he receive less than on hour's pay at overtime rate, in addition to the compensation for the call. This shall apply only to those who are away from the building when the call is made.

Section 45. Members may claim new shifts, new starting times, new slide days and have choice of vacation schedule in accordance with their priority standing.

Section 46. All work on Sunday (except a regular Sunday night shift) and the following holidays, viz.: New Years, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas, between 6 A.M. to 6 P.M. shall be paid for as follows: A day's pay shall be paid for the first half of shift or fraction thereof. All time after the first half of shift shall be paid for at price and one-half based on the regular hourly rate paid except that all work on Sundays and holidays by men employed on a night shift before 6 P.M. shall be paid for at double time.

A regular night on a holiday shall consist of six hours.

All members holding situations shall receive five days or nights pay for four days or nights work in a holiday week; provided, that the foreman shall designate a different or extra slide day or night in a holiday week when the slide day or night falls on a holiday; provided further, that on seven day morning newspapers the foreman shall designate an extra slide night in the holiday week, except that when a holiday falls on Wednesday or Thursday the

extra slide day or night may be designated in the following week.

When a substitute member covers a situation for a regular member during a week in which a paid holiday occurs the regular member is entitled to the holiday pay unless the substitute works the entire week of the regular member.

Members on vacation shall receive five days pay in a holiday week. It is the clear intent of this section that there shall be no duplication of holiday pay.

Substitute members working on the night of a holiday shall receive price and one-half, based on a 7½-hour night for 6 hours work. All time worked in excess of six hours shall be paid at the night overtime rate.

Section 47. All members who have worked the schedule listed below during the calendar year preceding January 1st of each year shall receive vacations with pay as follows:

One day's vacation for every 20 days or its equivalent in overtime worked but not to exceed 10 days.

Vacations shall be assigned by the foreman and the list posted not later than March 1 of each year, and shall be given out in regard to priority. Members shall be required to accept vacation time beginning with the Monday nearest June 15 and ending on the Saturday nearest September 15, except that, by mutual agreement between the member and the foreman, vacation may be scheduled outside the above period.

Vacation days shall be consecutive. Provided, by mutual agreement, vacations may be taken in two periods, neither of which shall be less than five (5) days or nights duration.

Compensation for vacations shall be paid in advance and shall be at the rate of pay for the shift on which the member is employed.

Members entitled to vacation and not holding situations at the time of assignment shall receive the rate for the shift the credits were earned on.

Members must accept and take vacations to the extent they are entitled.

Members not holding situations who have vacation credits shall be paid not later than July 1st of each year.

The above vacation provisions are understood to apply

only to members who have remained within the jurisdiction of the local union.

In the event of the death of a member holding priority, vacation credits will be paid to his estate.

Section 50. No member of the Union shall be held financially responsible for errors occurring in an advertisement nor shall any member of the Union be held responsible for errors appearing in railroaded matter.

Section 51. Transfer regulations shall be as follows:

No member or members shall be transferred from floor to machine or vice versa for more than one-half or more than an aggregate of one-half of the regular shift.

No multiple transfers i.e. "A single member may not be transferred more than once during any shift; no member may be transferred into another classification which action would evade the priority right of other members.

No member shall lose or prejudice his standing in the office because of any transfer he himself did not request.

Transfers made by the foreman for the office must also be made for the member or members, be they substitutes or regulars.

The minimum number of situations needed to get out the regular work of the paper shall at all times be maintained and that no manipulation of transfer regulations with the intent to evade this minimum will be permitted.

That when all available substitutes are employed there shall be no restrictions on transfers.

Where the words "journeymen," "apprentices," "foremen," "learners," "machinists," "members," "extras" or "substitutes" is used herein they shall refer only to and applicable only to members of the International Typographical Union and of Buffalo Typographical Union No. 9.

Where the word "office" is used herein it shall refer to the establishment where members of the aforesaid union work.

Members will work only under direction and supervision of a foreman of the composing room who is a member and who, as foreman, shall have full and complete control over the hiring and discharge of members doing any work in said composing room.

The composing room shall be operated under the laws of the International Typographical Union and of Buffalo Typographical Union No. 9.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 2d day of November, 1947.

Buffalo Typographical Union No. 9
CARL N. FLAVIN,
President
JOHN FORSTER,
Secretary-Treasurer

The above is in compliance with the laws of the International Typographical Union.

WOODRUFF RANDOLPH,
President International Typographical Union

Date: November 2, 1947.

GENERAL COUNSEL'S EXHIBIT 52.

To Buffalo Typographical Union No. 9 and
Employees of the Buffalo Evening News Composing Room

We have been notified by Typographical Union No. 9 that it has prescribed Conditions of Employment, dated November 2, 1947, for the operation of the Buffalo Evening News Composing room. These Conditions of Employment have not been agreed to by the Buffalo Evening News and we hereby reject them.

It has been our sincere desire to negotiate with you a contract such as we have had for many years. Eleven meetings have been held with your Scale Committee but, despite the cooperative attitude of your committee, the policy laid down by your International Typographical Union has prevented any signed contract.

At our meeting with your Scale Committee on October 15, 1947 it was understood that the Buffalo Evening News will continue for one year from August 20, 1947 the working conditions which have been in effect under the agreement dated September 13, 1946 except such as are in violation of law, and, effective as of August 20, 1947, the following wage scale will be paid to August 19, 1948.

Day Shift, 7½ Hours, Journeymen per shift $16.40, per week $82.00; Machinist-Operators, Monotype Operators, Machinists per shift $17.06, per week $85.30.
Night Shift, 7½ Hours, Journeymen per shift $17.20, per week $86.00; Machinist-Operators, Monotype Operators, Machinists per shift $17.86, per week $89.30.
Split Shift, 7 hours, Journeymen per shift $17.20, per week $86.00; Machinist-Operators, Monotype Operators, Machinists per shift $17.86, per week $89.30.
Lobster Shift, 7 hours, Journeymen per shift $18.00, per week $90.00; Machinist-Operators, Monotype Operators, Machinists per shift $18.66, per week $93.30.

In the meantime we are confident that harmonious relations will continue and that you will give your best efforts to the job of producing our newspaper, as you have for so many years.

Buffalo Evening News.
By Edward H. Butler

Dated: November 3, 1947.

GENERAL COUNSEL'S EXHIBIT 53A.

BUFFALO COURIER-EXPRESS

(a) The nature of your newspaper's business.
Publishing daily and Sunday newspapers.

(b) The area and the volume of its circulation (The latest figures available)
Area 100 miles. Circulation: Daily 145,000, Sunday 260,000.

(1) The amount of intrastate circulation percentage-wise:
90

(2) The amount of interstate circulation percentage-wise:
10

(c) The amount of newsprint used during the preceding twelve months both as to tons and dollar value. All obtained outside New York State.
16 Tons; Value $1,400,000.

(d) The same for ink, type metal, mats, etc.
Ink $15,000; Type metal $2,000; Mats, etc. $9,000.

(e) The total volume of advertising carried in inches or lines, however it is calculated, and the percentage of which is general or national advertising coming to your newspaper from out of state agencies or advertisers. Please give latest 12-months figures available.
Total volume of advertising carried 14,636,114 lines of which 8 per cent. comes from out of state agencies or advertisers.

(f) A list of the feature services used:
Chicago Tribune-New York News Syndicate
King Features Syndicate
McNaught Syndicate
Des Moines Register & Tribune Syndicate
United Features
Wide World Photos
Associated Press Wirephoto

A list of the press association services utilized:
Associated Press
United Press
New York Times
International News Service
Chicago Tribune-New York News

Reuters

Percentage of out of state news to local and state news used by newspaper:

Out of State news 40% Local and State news 60%

GENERAL COUNSEL'S EXHIBIT 53B.

BUFFALO EVENING NEWS
Edward H. Butler
Editor and Publisher

Buffalo 5, N. Y.

The Buffalo Evening News publishes a daily newspaper except Sundays.
Circulation in Western New York, Pennsylvania and Canada.
Average Daily Circulation—273,495.
Intrastate circulation percentage—97%.
Interstate circulation percentage—3%.
Newsprint obtained outside New York State used during preceding twelve months, Dec. 1, 1947, 23,312 Tons.
Value of above newsprint, $2,941,676.00.
Ink used, same period, 751,243 pounds.
Value of above ink, $31,352.98.
Type metal used, same period, 16,500 pounds.
Value of above type metal, $3,993.74.
Mats used, same period, 42,500.
Value of above mats, $6,644.00.
Total lines of advertising carried, same period, 16,950,537.
Percentage of linage received from out of state, 7.4.
(a) Feature Services used as follows: Susie Q, Mandrake, the Magician, Blondie, Believe It or Not—Ripley, They'll Do It Every Time, Private Life of Buck, Buz Sawyer, Westbrook Pegler, Walter Winchell, George Sokolsky, Danny Hale, Rip Kirby, Your Figure, Madam, Pitching Horseshoes, Dorothy Dix, Emily Post, Teen Age Triumphs, Fashion League Service, Know Your Words, Short Short Story, Gasoline Alley, Gigs & Gags, Famous Fables, Ellis Sunday School Lesson, Modern Etiquette, Acme Newspictures, Inc., International News Photos, Associated Press Picture Service, Dixie Dugan, Designing Women, Let's Explore Your Mind, Mr. & Mrs. Cartoon, Mark Sullivan, Harold Ickes Column, Grantland Rice, Harold Heffernan, Senator Soaper, Strength For The Day, Mary Worth Strip, Uncle Ray, Public Opinion, Science News Bulletin, Abbie & Slats, Li'l Abner, Gordo Strip, David Lawrence Column, Vic Flint Strip, Side Glances.

(b) Press Association Services utilized: Associated Press United Press Associations, North American Newspaper Alliance, Chicago Daily News Foreign Service, New York Herald-Tribune News Service, International News Service, NEA News Service.

Percentage of out-of-state news used, 24.75.

Buffalo Evening News.
By C. G. Underhill
C. G. Underhill, Business Manager.

NLW
December 3, 1947.

GENERAL COUNSEL'S EXHIBIT 54.

To Buffalo Typographical Union No. 9 and Employees of the Buffalo Courier-Express Composing Room:

We have been notified by Typographical Union No. 9 that it has prescribed Conditions of Employment dated November 2nd, 1947 for the operation of the Buffalo Courier-Express composing room. These Conditions of Employment have not been agreed to by the Buffalo Courier-Express and we hereby reject them.

It has been our sincere desire to negotiate with you a contract such as we have had for many years. Eleven meetings have been held with your Scale Committee but, despite the co-operative attitude of your committee, the policy laid down by your International Typographical Union has prevented any signed contract.

At our meeting with your Scale Committee on October 15th, 1947 it was understood that the Buffalo Courier-Express will continue for one year from August 20th, 1947 the working conditions which have been in effect under the agreement dated September 13th, 1946 except such as are in violation of law, and, effective as of August 20th, 1947, the following wage scale will be paid to August 19th, 1948:

Day Shift, 7½ Hours, Journeymen per shift $16.40, per week $82.00; Machinist-Operators, Monotype Operators, Machinists per shift $17.06, per week $85.30.
Night Shift, 7½ Hours, Journeymen per shift $17.20, per week $86.00; Machinist-Operators, Monotype Operators, Machinists per shift $17.86, per week $89.30.
Split Shift, 7 Hours, Journeymen per shift $17.20, per week $86.00; Machinist-Operators, Monotype Operators, Machinists per shift $17.86, per week $89.30.
Lobster Shift, 7 Hours, Journeymen per shift $18.00, per week $90.00; Machinist-Operators, Monotype Operators, Machinists per shift $18.66, per week $93.30.

In the meantime we are confident that harmonious relations will continue and that you will give your best efforts to the job of producing our newspaper, as you have for so many years.

Buffalo Courier-Express
By .....
Assistant Publisher.

GENERAL COUNSEL'S EXHIBIT No. 55

Scale of Prices for Newspapers
Albany Typographical Union No. 4
Nov. 1, 1946, through Oct. 31, 1947

CONTRACT

Nov. 1, 1946, through Oct. 31, 1947

Section 1. It is hereby agreed by the parties of the first part, Albany Times-Union Department—the Hearst Corporation, Publisher of the Albany Times-Union, and the Press Company, Inc., Publisher of The Knickerbocker News, and Albany Typographical Union No. 4, party of the second part, that this agreement shall (unless changed by mutual consent) be in effect November 1, 1946, through October 31, 1947, provided that if either party wishes to propose a new agreement, it shall notify the other party to the contract of its wishes at least sixty days but not more than ninety days prior to expiration date, and accompany the notice with a statement in detail of the changes desired. The respondent party may, within thirty-five days after the receipt of the proposal of the moving party, submit a counter-proposal, setting forth the conditions it will seek to establish. If no counter-proposal be filed, the existing contract shall be considered to be the respondent party's counter-proposal.

Notification to Reopen Contract or Scale

2. The written notices required, as provided in Section 1, shall be served on the part of the publishers in a registered postpaid envelope addressed to the President of the Albany Typographical Union No. 4 at the headquarters or business office of said Union, and on the part of the Albany Typographical Union No. 4 in a registered postpaid envelope addressed to the Publishers or General Managers of the Corporate parties to this contract at their addresses in Albany, N. Y.

Laws of I. T. U. and Local Union Part of Contract

3. It is understood and agreed that the General Laws of the I. T. U., in effect January 1, 1945, and the Constitution and By-Laws of Albany Typographical Union No. 4, in effect October 1, 1945, not in conflict with this contract, shall govern relations between the parties on conditions not specifically enumerated herein.

Employment

4. It is agreed by the said party of the second part that for and in consideration of the covenants entered into and agreed to by said parties of the first part the said party of the second part shall at all times during the life of this agreement truly and faithfully discharge the obligations imposed upon it by furnishing men capable of performing the work required in the premises of the parties of the first part over which party of the second part has jurisdiction. Situation holders or substitutes shall not work as substitutes on their off-days, off-nights or the sixth or seventh shift in any financial week without the permission of the foreman. The foreman may require regulars to cover their own situations.

Joint Standing Committee

5. Immediately after this agreement becomes effective, a joint standing committee of four members shall be appointed. The two representatives of the parties of the first part shall be selected by the Publishers, and the two representatives of the party of the second part shall be selected by the Union.

6. In case of a vacancy on the joint standing committee for any cause, said vacancy shall be filled immediately by the appointment of a new member by the party in whose representation on the joint standing committee the vacancy occurs.

7. To the joint standing committee shall be referred for settlement all disputes arising out of the operation of this agreement, all disputes regarding the interpretation of any portion of this agreement and all disputes regarding discharged men. The joint standing committee shall meet within ten (10) days from the date on which either party hereto, through its authorized representatives, notifies the other party in writing that a meeting is desired, and shall proceed forthwith to settle any question before it. The decision of the Joint Standing Committee or Board of Arbitration shall be final and binding on both parties to this contract. Provided, local union laws not affecting wages, hours or working conditions and the general laws of the I. T. U. in effect January 1, 1945, shall not be subject to arbitration. During the ten-day period the matter shall be referred to the Publisher or Manager of the Newspaper involved and

the President of the Union for conciliation and every effort shall be made to adjust the controversy.

8. If the joint standing committee cannot reach an agreement on any dispute within five (5) days (this time may be extended by unanimous agreement) from the date on which the dispute is first considered by it at the request of either party hereto, the members of the committee shall form a Board of Arbitration with the addition of a fifth member, who shall act as Chairman of the Board. Should the Joint Standing Committee fail to select an arbitrator within the five-day limit provided in this section the Arbitrator shall be selected by the Secretary of the New York State Federation of Labor and Herbert J. Kneip, President of National Commercial Bank and Trust Company of Albany. The two selectors shall, within five days, attempt to agree upon a fifth man and if unable to do so the selection shall be made immediately by any method they mutually agree upon. Provided, that any fifth member of the Board shall be a resident of Albany County. The Board of Arbitration thus formed shall proceed with all dispatch possible to settle the dispute. It shall require the affirmative votes of at least three of the five members of the Board of Arbitration to decide the issue, and the decision of the Board of Arbitration in all cases shall be final and binding on the parties hereto. The decision of the Board of Arbitration shall be signed by all the members of the Board, but is legal and binding when signed by a majority. The expense of the proceeding shall be equally borne by both parties.

This committee shall not have authority to create new conditions or add new provisions to this agreement. It has no authority with regard to a succeeding contract. Provided, that local union laws not affecting wages, hours or working conditions and the General Laws of the International Typographical Union shall not be subject to arbitration. The conditions prevailing prior to any such dispute shall be maintained until decided as above provided. Section 5, Article 2, I. T. U. General Laws shall not apply to a Joint Standing Committee dispute except as above mentioned laws may be involved.

9. Pending a final settlement of discharge cases, a discharged member may on orders of the foreman be barred from the composing room in which he was employed. If reinstated by the Board he shall be reimbursed for time lost. Provided: In no case shall reimbursement be in a sum

greater than the working time actually lost, multiplied by straight time rates therefor, as provided in the contract.

Introduction of New Machines

10. It is further agreed that in the event of the installation of machines or the substitution of machines other than those at present in use in classes of work under the jurisdiction of the Union, members of the Typographical Union shall have the preference to learn to operate such machines.

Struck Work

11. The said party of the second part hereby reserves to its members the right to refuse to execute or handle work originating in or destined for a non-union or struck printing establishment or publication.

Wages

12. Day Shift—From November 1, 1946, through October 31, 1947, $74.00 per week, $1.9733 per hour.
Night Shift—From November 1, 1946, through October 31, 1947, $78.00 per week, $2.08 per hour.

Wages for Other Than Day and Night Shifts

13. Any shift or part thereof starting earlier than 6:00 p. m. or ending later than 5:00 a. m., shall receive fifty cents (50c) per night in addition to night scale. Any shift or part thereof starting earlier than 7:00 a. m. shall receive fifty cents (50c) per night in addition to night rate.

Wages for Machinist-Operator

14. The wages for a machinist-operator in a linotype plant shall be $.83½ per shift in addition to the operator's scale. When employed casually in any other capacity the scale shall be $1.00 per shift in advance of the scale for operators. The day is the unit for computing wages.

Wages for Machinist

15. Machinists shall be governed by the same scale and hours as operators, provided that nothing herein shall be construed as reducing rates of wages heretofore established. When a machine operator appears for work and finds his machine laid up for repairs or for any other reason, he shall receive pay

Vacations

16. All members who have worked 200 or more days during the 12-month period preceding April 15 of any year shall be given ten days vacation with pay.

All members who have worked less than 200 days during the 12-month period preceding April 15 of any year shall receive one day's vacation with pay, for each 20 days worked.

Substitutes and extras who have vacation credits shall be paid not later than the third pay day in June of each year.

All registered apprentices shall be assigned two weeks vacation with pay.

Not later than May 15 of each year, the chairman will post the foreman's vacation schedule and regular situation holders and apprentices will be permitted to select their vacation period from this schedule and according to priority as far as practical. The days of the vacation period shall be consecutive.

Employees must accept and take vacations to the extent they are entitled.

The Union guarantees to supply sufficient help to enable employees to take vacations. In the event the Union decides an employee must work during his vacation period, he shall be paid vacation pay in addition to the regular wage.

It is agreed that compensation for vacations shall be paid in advance and shall be at the rate of pay for the shift on which the member is employed. Those entitled to a vacation and not holding a situation at the time of assignment shall receive the day rates.

The intent is that whenever possible no extra help will be hired to replace a member while on vacation. If this becomes necessary in any case and the Union cannot furnish competent help at the straight time rates, then the publisher will have the privilege of paying the member for the number of vacation days he has earned at straight time rates in lieu of vacation and require the member to cover his regular situation at the straight time rates. However, members will be required to accept their vacations when sufficient help is available at straight time rates.

The above vacation provisions are understood to apply only to those who have remained in the employ of the newspaper. Vacations shall be assigned during a 14-week period starting the first Monday in June.

Call Back

17. Employees who have left the premises after the regular day or night's work and are called back shall receive $1.00 for the call back plus overtime at the regular overtime rates for all actual time worked, provided that such call has occurred more than thirty minutes after the expiration of their working hours.

Hours

18. Eight consecutive hours, including one-half hour for lunch, shall constitute a day's or night's work.

Day Shift—Eight consecutive hours (including one-half hour for lunch) between 7:00 a. m. and 6:00 p. m. shall constitute a day's work.

Night Shift—Eight consecutive hours (including one-half hour for lunch) between 6:00 p. m. and 5:00 a. m. shall constitute a night's work.

Five shifts shall constitute a week's work and the foreman shall give out such number of five-shift situations as will meet minimum requirements.

Sunday Work

19. Sunday work for other than regular editions shall be paid for at double price rates.

Call-in After Regular Hour for Beginning

20. When a man is called for work by the foreman after the regular hour for beginning he shall receive a full day's pay. It is understood that when a man is called in after the beginning of a shift he works only for the remainder of the shift at a full day's pay.

Computing Time

21. In computing the regular time the day or night shall be the unit. Should a member work less than seven and one-half consecutive hours because of illness he shall be paid single price for the time actually worked.

Overtime

22. Overtime, whether before or after regular established hours, shall be paid for at the rate of price and a half, based on the hourly wage paid. After five accumulative hours in any one day or night have been worked, double price shall be paid, and after fifteen hours of overtime have been accumulated in any one week further hours shall be paid double price.

All overtime occurring in a double price zone shall be paid for at price and a half on the rate for that zone.

Overtime rates shall be paid for any shift worked in excess of five (5) within a financial week. When a member is required to work on a regular off-day or off-night the overtime rate shall be paid.

Provided, no member shall work on his off-day or off-night or on his sixth shift without permission of the foreman.

Overtime for Work Performed During Lunch Time

23. In case a journeyman be required to work during his regular lunch time he shall receive price and a half for same in addition to a lunch period. Regular lunch time shall be designated by the foreman.

No Stints

24. An employer may pay an extra compensation, provided that this does not allow the introduction of a bonus system, that is, a certain stint for the regular time scale and a stated price for all over that.

Slide Days

25. The particular days or night constituting a situation shall be designated by the foreman and insofar as practicable the five shifts constituting a situation shall be consecutive. Slide days or nights shall be assigned by the foreman according to priority and may be changed by the foreman on forty-eight hours' notice.

Full Day's Pay

26. In no case can a member working in a newspaper office be paid or receive less than a day's pay, except when discharged for cause or excused at his own request.

Not More Than Five Shifts Constitute a Situation

27. No member of Typographical Union No. 4 shall be required or permitted to hold a situation of more than five shifts within a financial week.

Foreman

28. In the composing room the foreman is the only recognized authority. Assistants may be designated to direct the work, but only the foreman may employ and discharge. In filling vacancies the foreman shall be governed by the provisions of Article X, General Laws of 1945, International Typographical Union.

29. The Union shall not discipline the foreman for carrying out the orders of the publisher or his representative as regards the operation of this agreement. It being understood, however, that working conditions as provided herein shall not be changed except by mutual consent.

30. The foreman shall have the sole right to employ and discharge, except that this shall not prevent a regular situation holder from employing a competent substitute. Should disputes arise between the Union or chapel and the foreman, work shall proceed in accordance with orders from the foreman (provided, working conditions as established herein are not changed) pending adjustment of the dispute by the Joint Standing Committee or by agreement between the employer and the President of the Union.

31. The foreman shall have the privilege of calling his force or any part of it to work at different hours within the hours specified for day or night work. No man shall be allowed to leave the office during working hours, except with permission of the foreman.

All time paid for by the office shall belong to the office, and employees temporarily or permanently shall perform any duties pertaining to work in the composing room assigned to them by the foreman, including temporary transfers to facilitate the getting out of the paper. Provided, that except in bona fide emergencies transfer for more than one-half shift shall not be made; (Provided that transfers made for the convenience of the office shall be made to permit cancellation of overtime or for the convenience of members putting on substitutes.; Provided further, that a member shall not be transferred to a class of work he is not familiar with and be discharged for incompetency, nor shall transfers be made that are discriminatory or to evade the priority of members). The foreman shall designate permanent hours for each shift which may be changed only on 48 hours notice.

Rules Governing Discharge

32. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees, or their right under accepted International Typographical Union laws. A discharged member shall have the right to appeal in accordance with the terms of this contract, and shall have

the right to challenge the fairness of any office rule which is applied to bring about his discharge.

Shift Transfers—Priority

33. The foreman shall have the right to transfer such situations as he requires from one shift to another. Employees may claim new shifts, new starting time and new slide days in accordance with their priority standing. Provided, the priority member is competent to fill the situation.

Decreasing Force—Priority

34. When it becomes necessary to decrease the force it shall be determined upon what class of work the reduction is required. The member with lowest priority standing in the office engaged upon the class of work indicated shall be discharged first. Provided: The member to be discharged may claim any other work in the office he is competent to do which is being done by a member with a lower priority standing. Provided further: A member claiming other work to avoid discharge to reduce the force shall not be exempt from discharge if incompetent.

Re-Employment

35. A member discharged to reduce the force shall be re-employed, either as regular or extra, upon work he is competent to perform, before others may be employed.

Discharge to be in Writing

36. When a member is discharged for any reason, he may demand and the foreman shall give in writing the reason for discharge. Provided: Such demand shall be made within seventy-two hours after member is informed of discharge. A member who has been discharged for any reason other than to reduce the force may be reinstated at the option of the foreman pending appeal in accordance with the terms of this contract.

Rights of Members to Employ Substitutes

37. A foreman shall not designate any particular day, nor how many days, a member shall work in any one week. Provided: He must engage a substitute when absent.

Minimum Situations

38. A foreman shall not be permitted to select his force from day to day, but must have such number of regular sit-

uations as are necessary to meet requirements and to reduce employment of extras to a minimum. Employment other than for regular situations shall be classed as extra work.

Foreman to Shift Force

39. The right of any member to put on a sub is confirmed and continued and the foreman shall use his utmost efforts to temporarily shift the force to facilitate the full and free exercise of said right. No foreman shall have the right to discharge or discipline a journeyman for putting on an incompetent sub if the foreman has not notified the journeyman of the sub's incompetency. In the employment of a substitute, the member employed must be competent to perform the work of the situation he is employed to represent, subject to the foregoing provision.

Provided, transfers made for the convenience of the office shall be made to permit cancellation of overtime or observance of the five-day law and for the convenience of members desiring to engage a substitute.

Extra Work to be Given Out in Priority

40. All employment other than regular situations shall be classed as extra work and shall be given out by the foreman with regard to priority, provided the extras shall be competent to do the work to be given out.

Operators

41. The following work in a newspaper composing room can be voluntarily performed by operators: Releasing distributors on machines and holding blowers under metal pot when the machinist is otherwise engaged in the performance of his machinist duty. Operators shall make change of split magazines when the machinist is otherwise engaged. Under no condition shall a foreman compel an operator to perform any of the duties of a machinist and then declare him incompetent.

Hiring and Releasing Subs

42. Hiring and releasing of subs must be done on the floor of the composing room in person and not by proxy. The office at all times shall have prior claim on subs. This section shall not be effective so long as a slip board is in operation in the composing room.

Machinist

43. Offices running five or more machines must employ a machinist permanently. Less than five machines may be run by a machinist-operator who shall have charge of changes and repairs in addition to his duties as an operator, provided that nothing in this section shall be construed as prohibiting the employment of a permanent machinist in plants running four machines or less.

Chapel Meetings

44. Members may not be called from or suspend work to attend chapel meetings.

Casting Machines

45. Monotype and slug and rule casting machines shall be operated by members of the Union.

Reproduction

46. The interchanging, exchanging, borrowing, lending or buying of matter, either in the form of type, plates or matrices, between newspapers, between job offices, or between newspapers and job offices, or vice versa, not owned by the same individual, firm or corporation, and published in the same establishments, is unlawful, and shall not be allowed, unless such type, plates or matrices are reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office within 12 days after publication. Transfer of matter between a newspaper office and a job office, or a job office and a newspaper office, where conducted as separate institutions, and from separate composing rooms, owned by the same individual, firm or corporation, is not permissible unless such matter is reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office within 12 days after publication. Provided: That where an interchange of matter from an English publication to a foreign language publication, or vice versa, is desired, under the provisions of this section, such exchange shall be regulated by agreement between the parties to this contract.

Provided further that the following shall not be subject to reproduction:

1. An advertisement not carrying prices or offering merchandise for sale of an advertiser having places of business outside of Albany County; or

2. Promotional advertising of the party of the first part or any other advertisement for which no charge is made; or

3. Any advertisement containing more than 75% in space of nationally advertised products or services; or

4. When theatre advertisements advertise only one feature motion picture, then only local tie up shall be reset. The agreement reached on September 24, 1942, relative to reproduction of theatre ads shall be continued during the term of this contract in accordance with present practice.

Provided Further

5. That all retail grocery and retail meat advertising shall be reset regardless of type of advertising.

Printed supplements and magazine sections, including The American Weekly, when received from outside the County of Albany, shall not be subject to reproduction.

When plates, mats or type of general feature matter received from outside of the County of Albany are used in Pictorial Review, March of Events and The American Weekly of The Sunday Times-Union, said matter shall not be subject to reproduction.

Should the Knickerbocker News publish a Sunday edition during the life of this contract, this same consideration shall be given any similar supplement or magazine section used in the Sunday edition.

47. When an advertisement, wherever set, is received in plate or mat form and requires extensive alterations, it shall not be reset. It is understood that the addition to such mats or plates of a name and address or minor alterations of headline is not to be considered as extensive alteration.

48. It is understood and agreed that "extensive alterations" must be interpreted broadly by both parties and that it means that when such mat or plate requires approximately as much time for alterations as would be required to set it originally that it is not subject to reset.

49. The office shall receive all "pick-ups," both machine and hand set. Matter once paid for shall always remain the property of the office, either in type or mat form, to use in any or all editions or as many times as desired, with such changes as the office may wish to make. "Kill" marks shall not deprive the office of the right to "pick-ups."

50. It is mutually agreed and stipulated that there are no verbal agreements of any nature between the parties hereto.

Apprentices

Section 1. An apprentice, within the meaning of this article, is a beginner at the printing trade, setting type and doing such other work as is required to learn the compositor's trade; one under the jurisdiction of a journeyman; and in no case shall a boy who is serving as an errand boy or messenger, or any other work not necessary to the acquirement of the art of composition, be considered or entitled to register as an apprentice.

(a.) The term of apprenticeship shall be six years.

(b.) Apprentices must be 16 years of age or over and must have an eighth grade education or its equivalent. To be indentured, an apprentice must appear before the committee and show his certificate. At that time he will be assigned to classes in the apprentice school.

(c.) He must be of good health and physically sound.

(d.) He must have approval of Joint Apprentice Committee which shall consist of two representatives of the Publishers before being accepted as an apprentice.

(e.) Apprentice must attend the class of printing conducted by the City of Albany, two sessions each week during the school term, from time of being indentured until he becomes a journeyman.

(f.) For failure to comply with the above requirements the union may impose a penalty. If apprentice absents himself frequently, or misses three consecutive classes without reasonable excuse, his name may be stricken from the list of apprentices. Tardiness at classes will not be tolerated.

(g.) When a penalty is imposed by the union, the foreman, when so notified shall recognize the penalty by withholding apprentice's increase in pay for the time of his penalty. With due diligence and upon recommendation of the Apprentice Committee to the Union, the penalty may be withdrawn.

(h.) A semi-annual examination of all apprentices will be held jointly by a committee of foremen and Apprentice Committee. This joint committee shall be composed of two foremen, two employers and Apprentice Committeemen, and shall have power and authority any time during the term of apprenticeship to cancel the apprenticeship of any apprentice who does not show aptitude and proper qualification for the work. This committee shall meet jointly at the call of the chairman of each committee, at such time and place as may be determined by them.

(i.) After having completed the first year of apprenticeship, apprentices must submit to an examination to ascertain if they have attained the grade required. Successfully passing examination they shall be obligated as apprentice members and shall be required to subscribe for the I. T. U. Course in Printing and to complete same before being admitted to full membership in the Union.

(j.) An auxiliary committee to the Apprentice Committee shall be appointed, one member from each composing room, whose duty it shall be to look after the interests of the apprentice in the office in which he is employed, and to assist the apprentice in every way possible to become a competent workman. Said committee shall report to the Apprentice Committee quarterly—January 15th, April 15th, July 15th and October 15th. These reports must show if the agreed on conditions of contract or scale are being fulfilled by all parties, whether apprentices are being held back or advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent workmen it must be set forth in the report.

2. Apprentices shall be governed as to hours, regulations and laws, rate of wages and shop practices the same as journeymen members.

3. Registered apprentices shall receive the following percentages of the scale paid to journeymen members:

First year, to be regulated by office.
Second year, not less than 50%.
Third year, not less than 60%.
Fourth year, not less than 70%.
Fifth year, not less than 80%.
Sixth year, not less than 85%.

4. Apprentices may be employed on newspapers in the following ratio: In a chapel where less than ten are employed regularly, one apprentice; ten or more, and less than twenty, two apprentices; twenty or more journeymen, three apprentices. No more than three apprentices shall be employed in any newspaper chapel.

5. For the purpose of determining the ratio of apprentices, a situation shall be defined as continuous employment of a journeyman for the period of six months.

6. No apprentice shall work overtime except when no journeyman is available, and in such case the apprentice shall receive the scale of the journeyman for overtime.

7. The grades and classes of work to be taught apprentices shall be distributed as follows:

First Year—At proofing galleys, straightening leads and slugs, holding copy, or to such other proper work as he may be assigned by the foreman.

Second Year—This period shall be devoted to teaching him the case, type faces, distribution and all the rudiments of the trade; or such other proper work as he may be assigned by the foreman.

Third Year—At least 75 per cent of his time in the ad room. This period shall be devoted to teaching him the intricate handiwork of the craft, and to include proper display of ads, use of borders and ornaments, relationship of type faces and their correct uses.

Fourth and Fifth Years—He should be employed full time in ad room and on makeup work. This period shall be devoted to mastering all the detail work in composition, and after its completion, apprentice shall be given thorough training on forms, which should include the placing of ads, makeup of news and editorial pages, classification and makeup of liner pages, lockup of forms for stereotype room. Provided, that in an emergency he may be used as the foreman directs. Also provided such emergency does not extend over one day.

Sixth Year—The apprentice shall be instructed exclusively on any and all typesetting and typecasting machines in use in the office where he is employed, provided, however, he does not displace a regular operator. Provided that in an emergency he may be used as the foreman directs. Also provided such emergency does not extend over one day.

8. All apprentices recognized as such by this Union must be duly registered under the provisions of the local and the I. T. U. laws. In making application to become an apprentice at the printing trade, the applicant must obtain an application blank from the President of Albany Typographical Union No. 4. After filling out the same, it shall be returned to the President, who in turn shall give it to the Apprentice Committee. This committee shall report its findings, following the same procedure as is taken when accepting an apprentice member as a journeyman.

9. The chairman of the Apprentice Committee of the Union shall keep a record of the name and age of the apprentice, and date of the beginning of his apprenticeship, which document shall be kept on file at the headquarters of the Union.

10. When a vacancy occurs in the ratio of apprentices

in any office the Joint Apprentice Committee shall be notified, who shall fill the aforesaid vacancy from a list of applicants by said committee.

11. The foreman, chairman and Union Apprentice Committee shall see that the apprentices are duly instructed and advanced in their Apprenticeship Course in accordance with such provisions as the local union, I. T. U. and the Employers' Association may, from time to time, enact for the welfare and progress of apprentices.

12. No apprentice shall leave one office and enter that of another employer without the written consent of the President of the Union, and the date of such change of offices by the apprentice shall be recorded by the Union on books kept for the purpose of apprenticeship records.

13. When an apprentice begins his apprenticeship on or before the fifteenth of the month, his registration shall revert to the first of the month; when apprenticeship begins after the fifteenth of the month, his registration shall date from the first of the following month.

14. General Laws, I. T. U., bearing on this subject are also declared as part of this contract.

15. No change shall be made in these rules and regulations without the mutual consent of the parties to this contract.

Albany Times-Union Department—
The Hearst Corporation,
By Fred I. Archibald,
Resident Vice-President.
The Press Company, Inc.,
By A. J. McDonald,
Treasurer.
Albany Typographical Union No. 4,
By John J. Stack,
President.

This agreement is approved as being in compliance with the laws of the International Typographical Union and the undersigned on behalf of the Executive Council of the International Typographical Union hereby pledges its full authority to the fulfillment thereof.

In Witness Whereof, I have hereunto set my hand and seal this 26th day of February, A. D., 1947.

Woodruff Randolph,
President, International
Typographical Union.

GENERAL COUNSEL'S EXHIBIT 58

Albany Typographical Union
Number Four
Albany 7, New York

July 22, 1947

Mr. Fred I. Archibald, Publisher
Times-Union
40 Steuben Street
Albany 1, New York

Dear Mr. Archibald:

This is to inform you that Albany Typographical Union desires to extend its present contract with your company, provided agreement can be reached on certain amendments.

In the event an agreement is not reached by the parties prior to August 22, 1947, our proposal to extend and amend the present agreement shall become null and void.

Very truly yours,

s/ John J. Stack
President

GENERAL COUNSEL'S EXHIBIT 59

(Copy)

Albany Typographical Union
Number Four
Albany 7, New York

John J. Stack, President
Frank J. Leonard, Vice-President
Frank P. Sano, Reading Clerk

1407-1409 State Bank Building
75 State St. Phone 4-6961
Meets Second Sunday of Each Month
Organized 1850

August 28, 1947

Mr. Fred I. Archibald, Publisher
Albany Times-Union
40 Steuben Street
Albany, New York

Dear Mr. Archibald:

This is to serve you with sixty-day notice of termination of the contract heretofore in effect between your company and Albany Typographical Union No. 4, a subordinate union of the International Typographical Union.

To the extent required by Section 8 (b) 3 of the LMRA this is to offer to meet and confer for the purpose of "negotiating" conditions of employment but reserving all rights provided by said LMRA, Section 8 (d), that such obligation does not compel this union to agree to a proposal or require the making of a concession.

The union's negotiating committee is prepared to meet with you as provided by law.

Kindly notify us of the time and place you desire to meet.

Very truly yours,
/s/ Frank J. Leonard
Frank J. Leonard, Vice-President

FJL:ML

GENERAL COUNSEL'S EXHIBIT 61

We propose that there be no signed, verbal or any other kind of a contract.

We propose that the employer recognize that there is no obligation on the part of the union or its individual members to do other than may be specified in the "Conditions of Employment" set by the union.

GENERAL COUNSEL'S EXHIBIT 63

Management has proposed the present contract modified to meet the requirements of law and we have received no expression from the Negotiating Committee of the Union as to whether or not any of the terms and conditions of the present contract are satisfactory to the Local Union.

Since the last meeting Management read and studied documents B and C presented by the Union to Management at the last negotiating session, (C being the "Final Report of Committee on Collective Bargaining Policy" of the I. T. U.) and from such study it appears that the Local Union has no authority to and as a matter of fact is forbidden to negotiate or enter into any contract with the employers. Before spending the time necessary to conform the present contract to the provisions of the Labor Management Relations Act, we feel that we must have further information from the Local Union.

GENERAL COUNSEL'S EXHIBIT 65

Proposed Agreement

This Agreement, Made and entered into this 1st day of November, 1947, by and between the Albany Times-Union Department—The Hearst Corporation and The Press Company, Inc., through their authorized representatives, the party of the first part, and Albany Typographical Union No. 4, by its officers or a committee duly authorized to act in its behalf, party of the second part, shall be effective from November 1, 1947 and shall continue in effect unless and until terminated by either party by written notice of sixty days.

(a) Party of the first part hereby recognizes the party of the second part as the exclusive bargaining representative of all employes subject to the latter's jurisdiction.

(b) The party of the first part recognizes the right of the party of the second part to formulate laws, rules and decisions for conditions under which its members may seek or accept employment and agrees there shall be no interference whatsoever by the party of the first part in the observance of such laws, rules and decisions, nor shall any issue be raised or complaint considered except in event such laws, rules or decisions conflict with the terms of this agreement.

(c) It is understood and agreed that the General Laws of the International Typographical Union, in effect January 1, 1947, not in conflict with law or this contract, shall govern relations between the parties on conditions not specifically enumerated herein.

(d) The party of the first part agrees that it will not assign any work traditionally performed by journeymen and apprentice printers to any employe other than journeymen and apprentice printers, as defined by the party of the second part. It is further agreed that in the event of a difference of opinion between the parties to this agreement as to the correctness or desirability of the party of the second part's determination as to what work has been traditionally performed by journeymen and apprentice printers, the party of the first part may, on 10 days' notice to the party of the second part, declare this agreement null and void. During said period of 10 days, it is mutually agreed that neither party hereto will seek Joint Standing Committee or outside assistance in the determination of

such matters, but that said 10-day period shall be used entirely in efforts to compose the matter solely between the parties to this agreement.

(e) The party of the first part recognizes that the party of the second part cannot compel members to work with non-union printers and apprentices and therefore agrees that any refusal by its workers to work with non-union employes shall not constitute a breach of this agreement.

(f) The parties further agree that: No member of the union, second party hereto, shall be required or expected to cross a picket line established by any subordinate union of the International Typographical Union.

(g) The party of the first part agrees not to require its employes to perform composition or other work executed or to be further worked on, wholly or in part, by employes working under sub-standard conditions, as defined by the party of the second part. It is further agreed that in the event of a difference of opinion between the parties to this agreement as to the correctness or desirability of the party of the second part's determination as to what work has been produced under substandard conditions, the party of the first part may on 10 days' notice to the party of the second part, declared this agreement null and void. During said period of 10 days, it is mutually agreed that neither party hereto will seek Joint Standing Committee or outside assistance in the determination of such matter, but that said 10-day period shall be devoted entirely to efforts to compose the matter solely between the parties to this agreement.

(h) A standing committee of two representatives appointed by the party of the first part, and a like committee of two representatives appointed by a party of the second part, shall be maintained; and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place. To this joint standing committee shall be referred all disputes which may arise as to the construction to be placed upon any clause of the agreement, except as provided otherwise herein, or alleged violations thereof, which cannot be settled otherwise, and such joint standing committee shall meet when any question of difference shall have been referred to it for decision by the executive officers of either party to this agreement. Should the joint standing committee be unable to agree, then it shall refer the matter to a board of arbitration, the repre-

sentatives of each party to this agreement to appoint two arbiters, and the four to agree upon a fifth. The decision of this board shall be final and binding upon both parties: Provided: That local union laws not affecting wages, hours or working conditions and the general laws of the International Typographical Union shall not be subject to arbitration. The conditions prevailing prior to any such dispute shall be maintained until decided as above provided.

(i) It is agreed that the procedures for the settlement of any differences or grievances arising under this contract are exclusive, and in consideration of the mutual undertaking herein contained, it is agreed by and between the parties hereto that the only recourse each may have against the other for any damages alleged to be due for any breach of this contract shall be to the Joint Standing Committee provided herein and no award for damages shall in any event exceed the sum of $25; provided that such limitation of $25 shall not apply to claims for wages.

Newspaper Scale

Hours

Section 1. Day Shift—Seven and one-half consecutive hours (including one-half hour for lunch) between 7:00 a. m. and 6:00 p. m. shall constitute a day's work.

(a) Night Shift—Seven consecutive hours (including one-half hour for lunch) between 6:00 p. m. and 3:00 a. m. shall constitute a night's work.

(b) Split or Lobster Shift—Six and one-half hours (including one-half hour for lunch) shall constitute a Split or Lobster Shift.

(c) Any regularly designated shift running from day into night hours, or vice versa, or any shift ending later than 3:00 a. m. shall be known as a split or lobster shift.

(d) Five shifts shall constitute a week's work and the foreman shall give out such number of five shift situations as will meet minimum requirements.

(e) The particular days or nights constituting a situation shall be designated by the foreman and insofar as practicable the five shifts constituting a situation shall be consecutive. Slide days or nights shall be assigned by the foreman according to priority and may be changed by the foreman on forty-eight hours' notice.

Wages

Section 2. Day Shift, $90.00 per week; Night Shift, $99.00 per week; Split or Lobster Shifts, $103.00 per week.

Section 3. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

(The minimum scale for apprentices shall not be less than that provided for by federal, state, county or municipal laws. Otherwise such scale shall be in proportion to the journeyman's scale for day and night work. In no instance can such scale be less than forty (40) cents per hours as provided by the Fair Labor Standards Act.)

	First Six Months	Second Six Months
First year	40%	40%
Second year	45%	50%
Third year	55%	60%
Fourth year	65%	70%
Fifth year	75%	80%
Sixth year	85%	90%

Wages for Machinist-Operator

Section 4. The wages for a machinist-operator in a linotype plant shall be $1.00 per shift in addition to the operator's scale. When employed casually in any other capacity the scale shall be $1.00 per shift in advance of the scale for operators. The day is the unit for computing wages.

Wages for Machinist

Section 5. Machinists shall be governed by the same scale and hours as operators, provided that nothing herein shall be construed as reducing rates of wages heretofore established. When a machine operator appears for work and finds his machine laid up for repairs or for any other reasons, he shall receive pay.

Call Back

Section 6. Employes who have left the premises after the regular day or night's work and are called back shall receive $1.00 for the call back plus overtime at the regular overtime rates for all actual time worked.

Call-in After Regular Hour for Beginning

Section 7. When a man is called for work by the foreman after the regular hour for beginning he shall receive

a full day's pay. It is understood that when a man is called in after the beginning of a shift he works only for the remainder of the shift at a full day's pay.

Full Day's Pay

Section 8. In no case can a journeyman or apprentice working in a newspaper office be paid or receive less than a day's pay, except when discharged or excused at his own request.

Computing Time

Section 9. In computing the regular time the day or night shall be the unit. Should an employee work less than the number of consecutive hours constituting a shift because of illness he shall be paid single price for the time actually worked.

Overtime

Section 10. Overtime, whether before or after regular established hours, shall be paid for at the rate of double price, based on the hourly wage paid. After five accumulative hours in any one day or night have been worked, triple price shall be paid, and after fifteen hours of overtime have been accumulated in any one week further hours shall be paid triple price.

All overtime occurring in a double price zone shall be paid for at double price on the rate for that zone.

Overtime rates shall be paid for any shift worked in excess of five (5) within a financial week. When an employee is required to work on a regular off-day or off-night the overtime rate shall be paid.

Overtime for Worked Performed During Lunch Time

Section 11. In case a journeyman be required to work during his regular lunch time he shall receive double price for same in addition to a lunch period. Regular lunch time shall be designated by the foreman.

Sick Leave

Section 12. Employees who have held situations during the twelve-month period shall be entitled to twenty (20) weeks' sick leave with pay at established rates. Those who have held situations during the past five years .....

.....

(Leaders replace lines missing in photostat.)

rates. Substitutes who have worked as extras for the office shall be entitled to one day's sick benefits for each twenty (20) days worked.

Severance Pay

Section 13. In event of consolidation or suspension, all employees affected shall receive severance pay of not less than two weeks' pay at the regular rate for each year's priority up to twenty (20) weeks.

(a) Employees discharged to reduce the force shall receive two weeks' pay for each year of continuous priority up to twenty (20) weeks.

Hospitalization Insurance

Section 14. All regular situation holders and substitutes of not less than six months' priority rights shall receive hospitalization insurance through a company to be selected by the employer, as long as available, and shall be paid for by the employer. Employees will be permitted to include their families in such insurance coverage at their own expense by authorizing the office in writing to deduct the additional premium therefor from their salaries.

Group Life Insurance

Section 15. A group Life Insurance Plan shall be arranged under the terms of which all regular situation holders and substitutes of not less than six months' continuous priority in a chapel shall be covered to the extent of one thousand dollars ($1,000). All premiums for such insurance to be paid by the employer. If however, any eligible regular situation holder desires his coverage in such Group Life Insurance Plan to be two thousand dollars ($2,000) instead of one thousand dollars ($1,000), arrangements therefor will be made, provided such employee is willing and agrees to contribute to the premium payable therefor, to be deducted from his pay on his authorization in writing.

Vacations

Section 16. Journeymen and apprentices shall receive one day's vacation with pay for each thirteen and one-third (13⅓) days worked during the twelve-month period preceding May 1 of each year.

(a) Substitutes and extras who have vacation credits shall be paid not later than the third pay day in June of each year.

(b) Not later than May 15 of each year, the chairman will post the foreman's vacation schedule and regular situation holders, and apprentices will be permitted to select their vacation period from this schedule and according to priority as far as practical. The days of the vacation period shall be consecutive.

(c) Employees must accept and take vacations to the extent they are entitled.

(d) In the event the Union decides an employee must work during his vacation period, he shall be paid vacation pay in addition to the regular wage.

(e) It is agreed that compensation for vacations shall be paid in advance and shall be at the rate of pay for the shift or shifts on which the employee was employed for the 12 month period. Those entitled to a vacation and not holding a situation at the time of assignment shall receive the day rates.

(f) The intent is that whenever possible no extra help will be hired to replace an employee on vacation. If this becomes necessary in any case and the Union cannot furnish competent help at the straight time rates, then the publisher will have the privilege of paying employee for the number of vacation days he has earned at straight time rates in lieu of vacation and require employee to cover his regular situation at the straight time rates. However, employees will be required to accept their vacations when sufficient help is available at straight time rates.

(g) Full equity in earned vacations is the property of the employee and shall be paid to him immediately in case of termination of employment, or in case of death to his estate. Provided, that in no case shall such vacation pay exceed fifteen (15) days.

(h) Vacations shall be assigned during a 14-week period starting the first Monday in June.

Pay for Holidays

Section 17. Regular situation holders not required to work on any of the following days: New Year's Day; Decoration Day; The Fourth of July; Labor Day; Election Day; Thanksgiving Day; Christmas Day; will be paid at the regular straight time rate for a day's work as specified in their contract.

(a) Regular situation holders who work on the above holidays will be paid an extra day's or night's pay as the

case may be, at the regular straight time rate for a day's or night's work as specified in their contract.

(b) If a holiday falls on an employee's regular day off, he will receive an extra day's pay.

(c) If one of the seven recognized holidays comes during an employee's vacation he will receive an extra day's pay for the holiday.

(d) When a situation holder employs a substitute on a holiday, the substitute and the situation holder will each receive a day's pay.

(e) If an employee has been out sick for a week or more and a holiday falls in the week he will receive one full day's pay for the holiday except that in the event a regular situation holder is ill more than 30 days, no more holiday pay shall be paid to the ill employee during his term of illness.

(f) Sunday work for other than regular editions shall be paid for at double price rates.

Rules Governing Discharge

Section 18. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees, or their rights under accepted International Typographical Union laws. A discharged member shall have the right to appeal in accordance with the terms of this contract, and shall have the right to challenge the fairness of any office rule which is applied to bring about his discharge.

Shift Transfers—Priority

Section 19. The foreman shall have the right to transfer such situations as he requires from one shift to another. Employees may claim new shifts, new starting time and new slide days in accordance with their priority standing. Provided, the priority employee is competent to fill the situation.

Decreasing Force—Priority

Section 20. When it becomes necessary to decrease the force it shall be determined upon what class of work the reduction is required. The employee with lowest priority standing in the office engaged upon the class of work indicated shall be discharged first. Provided: The employee to be discharged may claim any other work in the office he

is competent to do which is being done by an employee with a lower priority standing. Provided further: An employee claiming other work to avoid discharge to reduce the force shall not be exempt from discharge if incompetent.

Re-Employment

Section 21. An employee discharged to reduce the force shall be re-employed, either as regular or extra, upon work he is competent to perform before others may be employed.

Discharge to be in Writing

Section 22. When a member is discharged for any reason, he may demand and the foreman shall give in writing the reason for discharge. Provided: Such demand shall be made within seventy-two hours after member is informed of discharge. A member who has been discharged for any reason other than to reduce the force may be reinstated at the option of the foreman pending appeal in accordance with the terms of this contract.

Rights of Employees to Hire Substitutes

Section 23. A foreman shall not designate any particular day, nor how many days, an employee shall work in any one week. Provided: He must engage a substitute when absent.

Minimum Situations

Section 24. A foreman shall not be permitted to select his force from day to day, but must have such number of regular situations as are necessary to meet requirements and to reduce employment of extras to a minimum. Employment other than for regular situations shall be classed as extra work.

Foreman to Shift Force

Section 25. The right of an employee to put on a sub is confirmed and continued and the foreman shall use his utmost efforts to temporarily shift the force to facilitate the full and free exercise of said right. No foreman shall have the right to discharge or discipline a journeyman for putting on an incompetent sub if the foreman has not notified the journeyman of the sub's incompetency. In the employment of a substitute, the person employed must be competent to perform the work of the situation he is employed to represent, subject to the foregoing provision.

Provided, transfers made for the convenience of the office shall be made to permit cancellation of overtime or observance of the five-day law and for the convenience of an employee desiring to engage a substitute.

Extra Work to be Given Out in Priority

Section 26. All employment other than regular situations shall be classed as extra work and shall be given out by the foreman with regard to priority, provided the extras shall be competent to do the work to be given out.

Miscellaneous
Reproduction

Section 27. The interchanging, exchanging, borrowing, lending or buying of matter, either in the form of type, plates or matrices, between newspapers, between job offices, or between newspapers and job offices, or vice versa, not owned by the same individual, firm or corporation, and published in the same establishments, is unlawful, and shall not be allowed, unless such type, plates or matrices are reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office within 12 days after publication. Transfer of matter between a newspaper office and a job office, or a job office and a newspaper office, where conducted as separate institutions, and from separate composing rooms, owned by the same individual, firm or corporation, is not permissible unless such matter is reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office within 12 days after publication. Provided: That where an interchange of matter from an English publication to a foreign language publication, or vice versa, is desired, under the provisions of this section, such exchange shall be regulated by agreement between the parties to this contract.

Provided further that the following shall not be subject to reproduction:

1. Promotional advertising of the party of the first part or any other advertisement for which no charge is made; or

2. Any advertisement containing more than 75% in space of nationally advertised products or services; or

3. When theatre advertisements advertise only one feature motion picture, then only local tie up shall be reset. The agreement reached on September 24, 1942, relative to

reproduction of theatre ads shall be continued during the term of this contract in accordance with present practice.

Provided Further:

4. That all retail grocery and retail meat advertising shall be reset regardless of type of advertising.

Printed supplements and magazine sections, including The American Weekly, when received from outside the County of Albany, shall not be subject to reproduction.

When plates, mats or type of general feature matter received from outside of the County of Albany are used in Pictorial Review, March of Events, and The American Weekly of The Sunday Times-Union, said matter shall not be subject to reproduction.

Should the Knickerbocker News publish a Sunday edition during the life of this contract, this same consideration shall be given any similar supplement or magazine section used in the Sunday edition.

Section 28. When an advertisement, wherever set, is received in plate or mat form and requires extensive alterations, it shall not be reset. It is understood that the addition to such mats or plates of a name and address or minor alterations of headline is not to be considered as extensive alteration.

Section 29. It is understood and agreed that "extensive alterations" must be interpreted broadly by both parties and that it means that when such mat or plate requires approximately as much time for alterations as would be required to set it originally that it is not subject to reset.

The office shall receive all "pick-ups," both machine and hand set. Matter once paid for shall always remain the property of the office, either in type or mat form, to use in any or all editions or as many times as desired, with such changes as the office may wish to make. "Kill" marks shall not deprive the office of the right to "pick-ups."

Section 30. Any member who has been discharged and believes the discharge to be unjustified shall have the right to appeal to the chapel. Either party may appeal from the decision of the chapel to the local union.

(a) From the decision of the local union, appeal may be made by either party to the local joint standing committee, the decision of which shall be final and binding.

(b) Pending a final settlement of discharge cases, a discharged member may on orders of the foreman be barred from the composing room in which he was employed. If

reinstated by the Board he shall be reimbursed for time lost. Provided: In no case shall reimbursement be in a sum greater than the working time actually lost, multiplied by straight time rates therefor, as provided in the contract.

No Stints

Section 31. An employer may pay any extra compensation, provided that this does not allow the introduction of a bonus system, that is, a certain stint for the regular scale and a stated price for all over that.

Operators

Section 32. The following work in a newspaper composing room can be voluntarily performed by operators: Releasing distributors on machines and holding blowers under metal pot when the machinist is otherwise engaged in the performance of his machinist duty. Operators shall make change of split magazines when the machinist is otherwise engaged. Under no conditions shall a foreman compel an operator to perform any of the duties of a machinist and then declare him incompetent.

Hiring and Releasing Subs

Section 33. Hiring and releasing of subs must be done on the floor of the composing room in person and not by proxy. The office at all times shall have prior claim on subs. This section shall not be effective so long as a slip board is in operation in the composing room.

Machinist

Section 34. Offices running five or more machines must employ a machinist permanently. Less than five machines may be run by a machinist-operator who shall have charge of changes and repairs in addition to his duties as an operator, provided that nothing in this section shall be construed as prohibiting the employment of a permanent machinist in plants running four machines or less.

Casting Machines

Section 35. Monotype and slug and rule casting machines shall be operated by members of the Union.

Sanitary Regulations

Section 36. The party of the first part agrees to furnish a clean, healthful, sufficiently ventilated, properly heated

and lighted place for the performance of all work of the composing room; and all machines or apparatus operated in the composing room or in the rooms adjacent thereto from which dust, gases or other impurities are produced or generated shall be equipped in such manner as to protect the health of employees.

Apprentices

Section 1. Apprentices may be employed on newspapers in the following ratio: In a chapel where less than ten are employed regularly, one apprentice; ten or more, and less than twenty, two apprentices; twenty or more journeymen, three apprentices. No more than three apprentices shall be employed in any newspaper chapel.

Section 2. For the purpose of determining the ratio of apprentices, a situation shall be defined as continuous employment of a journeyman for the period of six months.

Section 3. Apprentices shall not be less than sixteen years of age at the time of beginning their apprenticeship. The foreman and chairman shall see that apprentices are afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. When apprentices show proficiency in one branch they must be advanced in other classes of work. Arrangements must be made to have apprentices during the final year instructed on any and all typesetting and typecasting devices in use in the office where they are employed.

Section 4. Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his case shall be investigated by the local committee on apprentices and presented to the union for action.

Section 5. Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labor.

Section 6. No apprentice shall be employed on overtime work in an office unless the number of journeymen working overtime on the same shift equals the ratio prescribed in this agreement. At no time shall any apprentice have charge of a department or class of work.

Section 7. Apprentices shall undergo periodic examinations before the local committee on apprentices. Their work must show if they are entitled to the increased wage scale provided in this contract. The employer or his representative has the right to be present and take part in any and all examinations.

Section 8. Chairmen of offices where registered apprentices are employed are required to make quarterly reports to the local committee on apprentices. These reports must show if the agreed conditions are being fulfilled by all parties to this agreement—whether apprentices are being held back or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent workmen such fact must be set forth in the report.

Section 9. The local union reserves the right to refuse to register apprentices in any office which has not the necessary equipment to afford instruction being given in the different branches of work agreed upon.

In Witness Whereof, We have hereunto set our hands and seals this ..... day of .....

....

....

GENERAL COUNSEL'S EXHIBIT 66

(Publishers proposal to Albany Typos on October 23, 1947)

Proposed Contract

November 1, 1947 through October 31, 1948.

Section 1. It is hereby agreed by the parties of the first part, Albany Times Union Department—The Hearst Corporation, Publisher of the Albany Times Union, and The Press Company, Inc., Publisher of the Knickerbocker News and Albany Typographical Union No. 4, party of the second part that this agreement shall (unless changed by mutual consent) be in effect November 1, 1947 through October 31, 1948 and shall cover all compositors employed by the parties of the first part, provided that if either party wishes to propose a new agreement it shall notify the other party to the contract of its wishes sixty (60) days prior to expiration date * * * balance of Section 1 as in present contract.

Section 2. Present contract.

Section 3. Subject to discussion.

Section 4. Omit the following: "By furnishing men capable of performing the work required in the premises of the parties of the first part over which party of the second part has jurisdiction.

Section 5. Present contract.

Section 6. Present contract.

Section 7. Omit—"provided, that Local Union Laws in affecting wages, hours or working conditions and the general laws of the I. T. U. in effect January 1, 1945 shall not be subject to arbitration.

Section 8. Omit—"provided, that Local Union Laws in affecting wages, hours, or working conditions and the general laws of the International Typographical Union shall not be subject to arbitration.

Section 9. Change term "member" to "employee."

Section 10. Omit.

Section 11. Omit.

Section 12. To be discussed, after conditions are settled.

Section 13. To be discussed, after conditions are settled.

Section 14. To be discussed, after conditions are settled.

Section 15. Present contract.

Section 16. Change "member" to "employee" and "members" to "employees" throughout. Change "registered apprentices" to "apprentices". Omit "The Union

guarantees to supply sufficient help to enable employees to take vacations." Change the sentence following as follows: "In the event the employer decides employee must work * * * ". Omit next to last paragraph. Change word "priority" to "seniority".

Section 17. Present contract.

Section 18. Present contract.

Section 19. Present contract.

Section 20. Present contract

Section 21. Change "member" to "employee".

Section 22. Change "member" to "employee".

Section 23. Change "journeyman" to "employee".

Section 24. Present contract.

Section 25. Change last sentence as follows: "Slide days or nights shall be assigned by the foreman and may be changed by the foreman on forty-eight hours notice."

Section 26. Change "member" to "employee".

Section 27. Omit.

Section 28. Omit last sentence.

Section 29. Present contract.

Section 30. Present contract.

Section 31. Change "member" and "Members" to "employee" and "employees".

Section 32. Omit "or their rights under accepted International Typographical Union Laws". Change "member" to "employee".

Section 33. Omit "priority" from heading. Omit all language following first sentence.

Section 34. Change title to read "decreasing forces—seniority". Change "member" to "employee" and "priority" to "seniority".

Section 35. Change "member" to "employee".

Section 36. Change "member" to "employee".

Section 37. Change "member" to "employee".

Section 38. Present contract.

Section 39. Change "member" to "employee"; "members" to "employees"; "journeyman" to "employee". Omit last paragraph.

Section 40. Omit.

Section 41. Present contract.

Section 42. Add after "board" the words "listing the names of applicants for employment in the composing rooms."

Section 43. Present contract.

Section 44. Present contract.
Section 45. Change as follows: Monotype and slug and rule casting machines shall be operated by composing room employees.
Section 46. Present contract.
Section 47. Present contract.
Section 48. Present contract.
Section 49. Present contract.
Section 50. Present contract.
Apprentices to be discussed.
Add: "The parties hereto agree that if any provision of this agreement is illegal, invalid or violative of law such provisions shall be inoperative but the remaining provisions of this agreement shall continue in full force and effect."

GENERAL COUNSEL'S EXHIBIT 70-A

Press Co., Inc., Publishing Knickerbocker News.

a. Publishing a six-day daily evening newspaper.

b. The area and volume of its circulation is the States of New York, Massachusetts and Vermont—52,457.

1. 98.7% within New York.
2. 1.3% outside New York.

c. Purchasing 3,562 tons of newsprint annually valued at $300,134.57, all obtained outside New York.

d. Purchasing annually: Ink—69 tons—$4,570.35, from outside New York; metal—9 tons—$4,255.58, from outside New York; mats—20,598—$2,780.80, obtained in New York.

e. Total Volume of Advertising—715,637 inches, of which 14% is National. Advertising from Out of State Agencies is 35%.

f. Acme Newspapers
George Matthew Adams
Associated Newspapers
Bell Syndicate
Chicago Times Syndicate
Chicago Tribune—New York News
Editorial Research Reports
General Feature Corporation
Arthur J. LaFave Newspaper Features
National Newspaper Service
Publishers Syndicate
N. E. A. Service
William Wallace Rose
Press Features
Harry C. France
N. Y. Post Syndicate
Register and Tribune Syndicate
Associated Press
United Press
International News Service
Acme Pictures

The percentage of local and state news is 60%
Out of state news 40%.

GENERAL COUNSEL'S EXHIBIT 70-B

(a) . The Times-Union is a 7-day morning newspaper, published in Albany, N. Y. and owned by The Hearst Corporation. The Evening Union was founded April 1853 and in 1891 the Times-Union was founded by consolidation of the Evening Union with the Albany Times and Daily Sun. It has operated under present ownership since 1924.

(b) Net paid circulation Times-Union six months ended September 30, 1947, A.B.C. Publisher's Statement (attached):

Daily 52,070 Sunday 108,022

This circulation is concentrated in a nine-county area surrounding Albany to the extent of 88.25% and 86.08% Sunday.

(1) Amount of intrastate circulation:
Daily 98% Sunday 95.4%

(2) Amount of interstate circulation:
Daily 2% Sunday 4.6%

(c) Newsprint used 1947: In excess of 1000 tons valued in excess of $89,500, obtained outside New York State.

(d) Total volume advertising in lines for 12 months ended October 31, 1947—(See attached marked "E")

(e) Feature services, press association services utilized as follows:

King Features Syndicate
National Newspaper Service
Chicago Tribune—New York News Syndicate
Publishers Financial Bureau
Bell Syndicate
The McNaught Syndicate
The Associated Press
International News Service
Associated Press Pix Service
International News Photos and Soundphotos

It is estimated by our Editorial Department that 40% of our newspaper is devoted to city and state news and pictures and 60% is devoted to national, international and world news and pictures.

GENERAL COUNSEL'S EXHIBIT 70-C

Albany Times Union
Advertising Linage
12 months—November 1, 1946 thru October 31, 1947.

Retail	6,884,413
*General	2,454,726
Automotive	430,338
Financial	210,228
Total Display	9,979,705
Classified	2,872,686
Legal	445,989
Total Advertising	13,298,380

*It is very difficult to determine the actual amount of General Advertising that originates out of state, inasmuch as a large percentage of our General advertising is billed thru New York City agencies, altho the company may be out of state.

GENERAL COUNSEL'S EXHIBIT 71-A

(a) The Times-Union is a 7-day morning newspaper, published in Albany, N. Y. and owned by The Hearst Corporation. The Evening Union was founded by consolidation April 1853 and in 1891 the Times-Union was founded by consolidation of the Evening Union with the Albany Times and Daily Sun. It has operated under present ownership since 1924.

(b) Net paid circulation Times-Union six months ended September 30, 1947, A.B.C. Publisher's Statement (attached):

Daily 52,070 Sunday 108,022

This circulation is concentrated in a nine-county area surrounding Albany to the extent of 88.25% and 86.08% Sunday.

(1) Amount of intrastate circulation:
Daily 98% Sunday 95.4%

(2) Amount of interstate circulation:
Daily 2% Sunday 4.6%

(c) Newsprint used 1947: In excess of 1000 tons valued in excess of $89,500, obtained outside New York State.

(d) Total volume advertising in lines for 12 months ended October 31, 1947—(See attached marked "E").

(e) Feature services, press association services utilized as follows:

King Features Syndicate
National Newspaper Service
Chicago Tribune—New York News Syndicate
Publishers Financial Bureau
Bell Syndicate
The McNaught Syndicate
The Associated Press
International News Service
Associated Press Pix Service
International News Photos and Soundphotos

It is estimated by our Editorial Department that 40% of our newspaper is devoted to city and state news and pictures and 60% is devoted to national, international and world news and pictures.

GENERAL COUNSEL'S EXHIBIT 71-B

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Total Display	9,979,705
Classified	2,872,686
Legal	445,989
Total Advertising	13,298,380

*It is very difficult to determine the actual amount of General Advertising that originates out of state, inasmuch as a large percentage of our General advertising is billed thru New York City agencies, altho the company may be out of state.

(a) The Times-Union is a six-day evening newspaper, published in Rochester, New York, and owned by The Gannett Company, Inc. Consolidation Mar. 12, 1918 of The Advertiser (1826), oldest daily paper west of the Hudson; The Union (1852); Union and Advertiser (1856); the Evening Times (1887). It has operated under present ownership since 1918.

(b) Net paid circulation, Times-Union, six months ended September 30, 1947, A.B.C. Publisher's Statement (attached):

Evening 105,918

This circulation is concentrated in Monroe County, which includes the City of Rochester, to the extent of 83%; and in the Retail Trading Zone, 16.8%.

(1) Amount of intrastate circulation:
99.8%

(2) Amount of interstate circulation:
.2 of 1%

(c) Newsprint used 1947: In excess of 1000 tons valued in excess of $89,500, obtained outside New York State: 5,266 tons.

(d) Total volume advertising in lines for 12 months ended October 31, 1947—(See attached marked "E"); 11,630,837 lines.*

(e) Feature service, press association services utilized as follows:

The Associated Press
United Press
International News Service
International News Pictures
Mordell Features
McNaught Syndicate
David Lawrence Association
Chicago Sun Syndicate
Congressional Quarterly News
General Features
Haskin Service
Hopkins Syndicate
NEA Service
National News Service
Publishers Syndicate
Wm. Wallace Rose Syndicate
United Features Syndicate
Vanguard Syndicate
Chas. A. Wells Syndicate
Gannett News Service
Bell Syndicate
Chicago Tribune—New York News Syndicate
King Features

It is estimated by our Editorial Department that 70% of our newspaper is devoted to city and state news and pictures, and 30% is devoted to national, international, and world news and pictures.

This paper was not published from November, 1946 to and including February 8, 1947, due to labor difficulties.

GENERAL COUNSEL'S EXHIBIT 72-A

(Letterhead)

Baker, Hostetler & Patterson
Union Commerce Building
Cleveland

January 22, 1948

Mr. Allen Sinsheimer, Jr.
National Labor Relations Board
176 West Adams Street
Chicago, Illinois

Re ITU and ANPA Case No. 9-CB-5

Dear Mr. Sinsheimer:

I acknowledge your letter of January thirteenth to Mr. Jack Bisso of the United Press.

You request certain information for your use in the above case.

I have investigated this matter, and from the information available to me, the answers to your questions are as follows:

1. Nine hundred and seventy-three daily newspapers in the United States receive the United Press service. These papers are located in each of the forty-eight states including the District of Columbia. In addition, of course, the United Press serves many newspapers in foreign countries as well as many weeklies and radio stations both domestically and foreign.

2. All of the newspapers mentioned above which receive the United Press service utilize it.

3. It is difficult for the United Press to know which of its subscribers receive only its service. However, a fair guess is that approximately four hundred and twenty-five of the daily newspapers subscribing to the United Press service have no other connection with a nationally recognized press association.

4. The United Press Associations is a corporation engaged in gathering and transmitting the news of the world to newspapers, radio stations and others. It maintains bureaus in strategic news centers throughout the world.

Each bureau is assigned to cover the news developing in a definite geographic unit so that the job of collecting the

news of the world is organized in such a manner that there is full detailed responsibility and a minimum of duplication of effort and expense. Each bureau has a staff of full time news employees that collect and write the news. Part of this news is covered by United Press' own employees in important news producing points, such as state and national capitals, large cities, and so forth. In addition each area has a staff of string correspondents, many of whom are employed on local newspapers or radio stations. In addition newspapers furnish their news to the United Press Associations. All bureaus in the United States are connected by an elaborate network of wires leased from the AT&T. These wires crisscross the nation from the Atlantic to the Pacific and from Canada to Mexico. They not only connect United Press bureaus but they lead into the editorial rooms of United Press subscribers throughout the country.

5. The service rendered by the United Press to its subscribers is of an annual value far in excess of $1,000,000 per year.

I hope this will give you the information you desire.

Yours very truly,
Thomas J. Edwards.
Thomas J. Edwards.

TJE/ab

GENERAL COUNSEL'S EXHIBIT 72-B

State of New York
City of New York } ss.
County of New York

Edward M. Gundy, being duly sworn, deposes and says:

1. That is is over the age of twenty-one (21) years and resides at 55 Chestnut Avenue, Larchmont, New York.

2. That he is the Business Manager of King Features Syndicate—Department of the Hearst Corporation and has occupied that position in excess of five (5) years.

3. That acting in such capacity he is familiar with the business details of King Features Syndicate.

4. That the principle office and place of business of King Features Syndicate is located at 235 East 45th Street, New York, New York.

5. That the King Features Syndicate produces, sells and distributes to newspapers and magazines a miscellany of syndicated features such as comic strips, feature articles and serial stories. It also conducts a news service known as International News Service and a photographic service known as International News Photos, which gathers and transmits news and news-photos to and from all parts of the world. In the distribution of this material, the syndicate utilizes the U. S. Mail as well as telegraph and telephone wires. International News Service transmits news to and from various cities of the United States by means of telegraph wires leased for its exclusive use during specified periods of the day. International News Photos makes extensive use of telephone wires in connection with the transmission of photographs by means of the sound photo method.

6. That the International News Service services over 300 daily newspapers (exclusive of Sunday newspapers) in the United States.

7. That over 60 daily newspapers (exclusive of Sunday newspapers) in the United States are serviced exclusively by International News Service.

8. That International News Service business runs into millions of dollars per year.

Edward M. Gundy.

Sworn to before me this 5th
day of January, 1948.

William B. Goode,

Notary Public in the State of New York, residing in Queens County, Queens County Clerk's No. 901, New York County Clerk's No. 902. Commission expires March 30, 1948.

Seal

GENERAL COUNSEL'S EXHIBIT 72-C

State of New York }
County of New York } ss.

Frank J. Starzel, being duly sworn, deposes and says that he is an Assistant Secretary of The Associated Press and that the answers given below to the questions listed below (which questions are taken verbatim from a letter dated December 31, 1947 from the National Labor Relations Board) are to the best of his knowledge and belief true and accurate:

(1) Approximate number of daily newspapers presently in existence in United States.

The Associated Press has no independent data on the number of daily newspapers in the United States but the 1947 Editor & Publisher Yearbook, which is generally accepted as being the most accurate compilation available, shows 334 morning newspapers, 1,429 afternoon newspapers and 497 Sunday newspapers.

(2) The number of daily newspapers who are members of the Associated Press and where they are located—that is, throughout all of the forty-eight states and the District of Columbia, and the territories, if that is correct.

As of December 31, 1947, the membership of The Associated Press included 304 morning newspapers, 928 afternoon newspapers and 400 Sunday newspapers, a total of 1,632 daily newspapers. These are located in each of the forty-eight states, District of Columbia, Alaska, Hawaii and Puerto Rico.

(3) Number of daily newspapers who are members of the Associated Press who regularly utilize its services.

Each of the member newspapers of The Associated Press regularly utilize its services.

(4) Number of members of the Associated Press who use only the services of Associated Press and do not use any other national or international news service, such as UP or INS.

The Associated Press has no accurate information on the number of member newspapers which depend solely on its services or those which also receive other news services.

(5) General nature of the services rendered by Associated Press, including sources which it utilizes to obtain this information and the location of its various facilities. Here again we do not want a specification of all the places

of Associated Press has correspondents or other news facilities, but a general statement with respect to this.

The Associated Press is a world-wide operation for the collection and distribution of news and newsphotos; additionally, it supplies to members and subscribers what is known as "feature material."

(6) A statement that the value of service rendered by A.P. to its members is of an annual value in excess of a specified sum. Here again this does not have to be exact or even close to exact, but rather at approximation, in order to show that it is a substantial sum.

The cost of the service rendered by The Associated Press in 1947 was in excess of $17,000,000.

(7) The approximate average charge for services rendered to each member of the Associated Press.

Expenses of The Associated Press are met by assessments levied on the membership according to a formula based on the population of the field and the character of the service (that is number of wires, hours of service, etc.) and the assessments as between the various members vary greatly.

(8) Minimum charge for regular service rendered to a member.

There is no established dollar minimum assessment because these are governed by a formula but the minimum amount in the smallest field would be $1,500 to $2,000 annually.

Frank J. Starzel.

Sworn to before me this 8th
day of January, 1948.

Michael F. Moran.

Michael F. Moran, Notary Public, New York County, N. Y. Co. Clk's No. 258, Reg's No. 439-M-8. Commission Expires March 30, 1948.

Seal

GENERAL COUNSEL'S EXHIBIT 72-D

City of Washington }
District of Columbia } ss.

Cranston Williams, being duly sworn, deposes and says:

At the present time and since July 1, 1939, I have been General Manager of the American Newspaper Publishers Association with offices at 370 Lexington Avenue, New York City, New York. The American Newspaper Publishers Association is a membership corporation incorporated under the laws of the State of New York. At the present time it has a membership in excess of 800 newspaper publishers whose publications handle more than 90 per cent of the advertising published in daily newspapers in the United States and whose total daily and Sunday circulation is in excess of 90 per cent of the total circulation of daily and/or Sunday newspapers.

During the entire period of my service as General Manager of the Association and for many years theretofore, the Association has compiled statistics on the production and consumption of newsprint paper. Since my appointment as General Manager these statistics have been compiled and are currently being compiled under my immediate direction. They are now used by many government agencies and many private institutions as the most complete set of statistics on newsprint to be found anywhere in the United States.

During the eleven months' period ending November 30, 1947, the total consumption of newsprint paper in the United States amounted to 4,441,838 tons. Of this total of 4,441,838 tons, approximately 90 per cent was used by the more than 800 members of the American Newspaper Publishers Association.

During the same eleven months' period Canadian newsprint mills shipped to the United States 3,373,119 tons; domestic or United States mills supplied to their customers in the United States 756,088 tons; and mills located in Newfoundland supplied to customers in the United States 185,721 tons. The total shipments of these mills to United States consumers during the eleven months' period ending November 30, 1947, was 4,314,928 tons. In addition, Scandinavian and European mills shipped in excess of 100,000 tons of newsprint paper to newspapers in the United States.

Newsprint paper is sold by newsprint mills on a delivered

price basis which includes freight. The lowest price charged in the United States is the price of $90 a ton, charged by the mills to consumers in New York City. Therefore, by using the New York City price of $90 per ton the cost of the newsprint paper used by members of the American Newspaper Publishers Association during the eleven months' period ending November 30, 1947, was in excess of $340,000,000. All of the newsprint manufactured by Canadian, Newfoundland and European mills for use by United States publishers is shipped in commerce and a substantial amount of the 756,088 tons shipped by United States mills during the eleven months' period heretofore referred to was also shipped in interstate commerce.

In addition to newsprint paper, newspaper publishers require many other materials for the production of their publication such as ink, type metal, matrices, bundling paper, string and wire for bundling, repair parts for mechanical equipment, etc., etc. While I do not know of any accurate statistics that are kept on the total production and consumption of these supplies, nevertheless from the general information which I possess it is my opinion that newspapers expend many millions of dollars a year for them, by far the greater portion of which is for supplies that are shipped in commerce from the manufacturers in one state to the publishers in another.

Still further, it is the custom of the business for newspapers to avail themselves of the services of the three great press associations, the Associated Press, the United Press and the International News Service, as well as the services of a large number of agencies which supply features of various kinds for use in the production of newspapers. These press associations maintain national and international coverage of news 24 hours a day, 7 days a week and 365 days a year. There is probably not an hour during the 24-hour period of each day in which a newspaper is not being published in some city of the United States. There certainly is not an hour during the 24-hour period of each day in which some newspaper is not receiving news from the furthermost points of the world from one or more of the press associations over their leased wires. The feature services maintain their offices in a relatively few cities of the United States but supply their services to newspapers in every state of the United States.

The latest complete statistics on daily newspaper circu-

lation are those for the year 1946. The total daily newspaper circulation for that year was 50,927,505. The total circulation for Sunday newspapers was 43,655,364. In the distribution of this tremendous volume of daily and Sunday circulations, newspapers use every known agency of transportation and distribution in order to get their publications into the hands of their readers at the earliest possible moment. These agencies of transportation and distribution include railway, bus, baggage, truck and the facilities of the United States Post Office Department. Approximately 12 per cent of the 1946 circulation of daily and Sunday newspapers went through the mails.

It is my opinion that few, if any, industries in this country have as direct and intimate effect on commerce as daily newspapers in the conduct of their business.

This affidavit is made for use in the above-entitled case.

/s/ Cranston Williams.

Subscribed and Sworn to before me
this 19 day of December, 1947.

/s/ Virginia Mc Clean,
Notary Public.

(Seal)

GENERAL COUNSEL'S EXHIBIT 73-A

Please Post Postcard Bulletin No. 108

T-H-L Point No. 26

Exchanging Letters with Employers Dangerous

In Miami, Florida, an exchange of letters by the two unions and the newspapers results in the unions being outsmarted by the publishers. The unions are in an unfavorable position and contrary to I.T.U. policy because the offer and acceptance will be regarded as a contract.

In San Francisco similar results occurred with regard to the job scale and the same is indicated to be imminent in newspaper scale negotiations.

When your employers refer to these cities in an effort to convince you to do likewise ignore the advice. You cannot protect union conditions that way. Send proposed letters to headquarters before signing. You may be signing the equivalent of a written contract.

GENERAL COUNSEL'S EXHIBIT 73-B

Please Post Postcard Bulletin No. 109
T-H-L Point No. 27
Collective Bargaining Policy
is Working

124 Local Unions are operating under Conditions of Employment approved by the Executive Council (98 news, 81 job—total number increases under COE, 179).

5 Local Union have signed approved P6-A agreements.

111 Local Union (exclusive of Akron, Miami and San Francisco) have reported voluntary increases (98 news, 47 job—total voluntary increases, 145).

39 Local Unions with legal closed shop contracts have negotiated satisfactory interim opening wage agreements.

279 Local Unions Operating Satisfactorily Without Shackling Contracts Since T-H-L Day.

International Typographical Union

Approved January 6, 1948

Woodruff Randolph, President
Larry Taylor, First Vice-President
Elmer Brown, Second Vice-President
Don Hurd, Secretary-Treasurer

GENERAL COUNSEL'S EXHIBIT 73-C

Please Post Postcard Bulletin No. 112
T-H-L Point No. 29
467 Scales Within I.T.U. Policy
Since August 22, 1947
249 Newspaper
218 Commercial

The 467 scales are divided as follows:

Conditions of Employment	204
Voluntary Increases	177
P-6-A Agreements	14
Other Contract	1
Interim Openings	71
Total	467

Ignore Employer Propaganda
No Matter WHO Dispenses It

BEAR IN MIND—No injunction of any nature can make people work against their will.

Approved January 27, 1948

Woodruff Randolph, President
Larry Taylor, First Vice-President
Elmer Brown, Second Vice-President
Don Hurd, Secretary-Treasurer

GENERAL COUNSEL'S EXHIBIT 73-D

Please Post Postcard Bulletin No. 115
T-H-L Point No. 30

Employers' Representatives Now Using Lies

No credence can be attached to any claim by employers' representatives that verbal agreements or any other kind violative of I.T.U. Collective Bargaining Policy are being approved by the I.T.U.

The latest canard is that the I.T.U. approved a verbal agreement by Newark Mailers' Union No. 11 and the Newark Publishers. No one representing the I.T.U. was involved in any way.

Read all previous bulletins and instructions. They will stand. No matter what happens or what employers may say, our Policy stands.

As of February 24, 1948, unofficial referendum election returns from 626 unions show a majority of 23,383 in favor of the 4½% assessment. Totals are 41,785 favoring the assessment, as against 18,402 opposed. THIS IS THE ANSWER OF OUR MEMBERSHIP TO THOSE WHO CLAIM I.T.U. POLICY IS DICTATED BY THE EXECUTIVE COUNCIL!

International Typographical Union

Approved February 25, 1948

Woodruff Randolph, President
Larry Taylor, First Vice-President
Elmer Brown, Second Vice-President
Don Hurd, Secretary-Treasurer

GENERAL COUNSEL'S EXHIBIT 73-E

Please Post Postcard Bulletin No. 116
T-H-L Point No. 31
651 Scales Within ITU Policy Since
August 22, 1947

347 Newspaper
304 Commercial

The 651 scales are divided as follows:

Conditions of Employment	260
Voluntary Increases	281
P-6-A Agreements	18
Other Contracts	4
Interim Openings	88
As of 2-27-48—Total	651

Ignore Employer Propaganda No Matter Who Dispenses IT

Bear in Mind—No injunction of any nature can make people work against their will.

International Typographical Union

Approved March 1, 1948

Woodruff Randolph, President
Larry Taylor, First Vice-President
Elmer Brown, Second Vice-President
Don Hurd, Secretary-Treasurer

GENERAL COUNSEL'S EXHIBIT 73-F

Please Post Postcard Bulletin No. 126
Our T-H-L Fight Worth the Effort and Money Expended

Remember—The NLRB has NOT YET acted on their charges against us. The temporary injunction issued is based on a "probability." The court ruled: "There is a probability that respondents, and each of them, have engaged in unfair labor practices within the meaning of Section 8 (b) Subsections (1) (A) and (2) of the Act; and affecting commerce within the meaning of Section 2, Subsections (6) and (7) of the Act."

The NLRB General Counsel, plus the employers who gladly follow him, tried to destroy our union by unlimited, unrestricted hiring of non-union help; by unlimited and unrestricted handling of struck work; by unlimited and unrestricted tearing down our jurisdiction; by eliminating reproduction and by hiring non-union foremen. We have successfully fought off such destructive efforts and will keep fighting to the fullest extent under the law.

The NLRB General Counsel dropped jurisdiction, struck work, reproduction and foremen as matters to be covered by the injunction.

When employers became willing to negotiate such security for us as the law permitted, the Executive Council approved (pending the life of the temporary injunction) a contract for one year. The injunction is limited and temporary. The NLRB decision is yet to come.

Members of New York No. 6, locked out by commercial employers (See Postcard Bulletin No. 118), returned to work when employers withdrew their "Conditions of Employment" and agreed to maintain established conditions while negotiations continue for a satisfactory wage rate.

International Typographical Union

Approved April 9, 1948

Woodruff Randolph, President
Larry Taylor, First Vice-President
Elmer Brown, Second Vice-President
Don Hurd, Secretary-Treasurer

GENERAL COUNSEL'S EXHIBIT 74-A

Copy of Wire Received by C. M. Baker, President of San Francisco Typographical Union No. 21 on or about January 16, 1948.

The Executive Council have given consideration to the exchange of letters between San Francisco Typographical Union No. 21 and the Employing Printers Association of San Francisco as above described and the proposed memorandum above described and has concluded therefrom that San Francisco Typographical Union No. 21 has violated the collective bargaining policy unanimously adopted by the Cleveland convention and incorporated in the 1948 Book of Laws in Section 1, Article III, General Laws. The Executive Council concludes further that President C. M. Baker of San Francisco Typographical Union No. 21 has violated Sections 2 and 4, Article III, International Typographical Union General Laws, in that he has not secured approval of the International President on proposals and contracts before submission to the employers or to the union for acceptance.

For the above reasons the Executive Council hereby mandates President C. M. Baker and other officers and members of the San Francisco Typographical Union No. 21 to comply with Sections 2 and 4, Article III, International Typographical Union General Laws before submitting any proposal for a newspaper for agreement to the members of the Typographical Union No. 21.

With reference to the above decision and mandate of the Executive Council, attention is directed to Section 42, Article IV, By-Laws as follows:

> "Any subordinate union, member, or members, refusing to accept and observe a decision or action of the Executive Council pending appeal to a convention, or any subordinate union, member, or members refusing to accept and observe decision of a convention upon a matter that has been appealed shall be subject to summary expulsion by the Executive Council."

By order of the Executive Council, International Typographical Union.

Woodruff Randolph, President
Larry Taylor, First Vice-President
Elmer Brown, Second Vice-President
Don F. Hurd, Secretary-Treasurer

GENERAL COUNSEL'S EXHIBIT 74-B

Employing Printers' Association of San Francisco
525 Market Street, San Francisco 5, California
Telephone Sutter 8242

December 22, 1947

L. A. Ireland, Secretary

To The Members:

Following is a copy of a letter received from San Francisco Typographical Union No. 21 under date of December 22, 1947:

Employing Printers' Association of San Francisco
Underwood Bldg.,
525 Market Street,
San Francisco, California

Att: Mr. L. A. Ireland

Gentlemen:

As stated by our negotiating committee when we met with you last week, San Francisco Typographical Union wishes to assure the employers that its members are desirous of maintaining the harmonious and unbroken friendly relationship which has existed between the two organizations for so many years. We regret, however, that we cannot accept your suggestions for modifying certain non-economic clauses of our expiring agreement and incorporate such changes in a new contract to become effective January 1, 1948.

At our meeting on yesterday the Union went on record as approving the following revisions in our scale of wages as discussed with your committee, such revised wages to be effective during the year 1948:

"The employers and the union will observe from the first day of January, 1948, the following scale of wages:

"Journeymen employed on the day shift shall receive not less than $2.4133 per hour for seven and one-half hours; $90.50 per week. The hours for day shifts to be between 7:30 a. m. and 5:30 p. m. Shifts beginning before 4 p. m. and ending after 8 p. m. shall be paid for at the night scale plus $1.00 for each shift so worked.

"Journeymen employed on the first night shift shall receive not less than $2.5466 per hour for seven and one-half hours; $95.50 per week. The hours for first night shift shall be between 4 p. m. and 3:30 p. m.

"Journeymen employed on the second night shift shall receive not less than $2.9384 per hour for six and one-half hours; $95.50 per week. Any shift starting after 8 p. m. shall be a second night shift. Shifts beginning before 5 a. m. and ending after 9 a. m. shall be paid for at the second night rate plus $1.00 for each shift worked.

"No change in the provisions governing foremen, apprentices, luncheon arrangements, overtime, Saturday work, vacations, holidays, except that since Christmas Day in 1948 comes on Saturday, the Friday previous shall be a paid holiday, and as New Year's Day, 1949, comes on Saturday, Friday, December 31, 1948, will be a paid holiday in composing rooms and paid holidays when worked will be at two and one-half times the regular rate of pay. No revision of our present agreement is contemplated other than as to those clauses as to which you may desire to get further legal advice.

The Union authorized its negotiating committee to continue negotiations so long as necessary and to meet as frequently as desirable in order to dispose of those issues upon which we seem to be somewhat apart at this time. Should we find that we cannot hope to reach a meeting of minds as to those issues and either party desires to discontinue negotiations it may do so by giving 60 days' notice to the other party, but with the mutual understanding that such notice cannot be given prior to November 1, 1948.

If these understandings, which were discussed with your committee prior to presenting them to the union and which have been approved by the union are ratified by the employers, we can continue to find a satisfactory and legal solution for all problems affecting our mutual welfare without interruption of the friendly relations which have been so long maintained.

Anticipating an early reply and with all good wishes to you and your association for the coming Holiday Season, I am

Very truly yours,

C. M. Baker, President.

At a meeting of the members of the Employing Printers Association held this afternoon the following letter was approved and has been delivered to the Union:

San Francisco Typographical Union No. 21
709 Mission St.,
San Francisco, California

Attention: Mr. C. M. Baker, President

Gentlemen:

While we regret that the Union cannot at this time accept our suggestions for revision of certain clauses of our expiring agreement, we appreciate your willingness to continue negotiations as to those issues as provided in the understandings the Union ratified at its meeting on Sunday last. The Employers at their meeting today also ratified these understandings as outlined in your letter of December 22nd, and the new wage scale will become effective as therein provided beginning with January 1, 1948 to December 31, 1948.

Sincerely yours,
L. A. Ireland, Secretary.

In our agreement which expires on December 31, 1947, there is a clause which reads:

> "It is understood and agreed that the wage rates and the hours herein provided shall not decrease the weekly wage presently paid to any member of the Union employed by an Employer under this contract."

Therefore, so long as an employee continues in his present employment there shall be no reduction in his present weekly wage, nor is there any requirement that the increase in wages is to be across the board.

Now that the understandings reached as to economic provisions have been ratified by both parties, we can, as stated in the Union's letter to us, "continue to find a satisfactory and legal solution for all problems affecting our mutual welfare without interruption of the friendly relations which have been so long maintained."

As to matters not enumerated in the above communications, your Negotiating Committee will continue to confer with representatives of Typographical Union No. 21, look-

ing toward the consummation of a subsequent agreement which will fully protect the interests of all parties.

Sincerely yours,
L. A. Ireland.
L. A. Ireland, Secretary.

LAI:MR

PS. A wage scale for the Copyholders will be negotiated as soon as possible and we will notify you accordingly. In the meantime, pay the present rates.

GENERAL COUNSEL'S EXHIBIT 75-B

CHARLES J. LEWIN, a witness called on behalf of the Petitioner, having been previously sworn, resumed the stand, and testified further as follows:

Direct Examination (continued).

Questions by Mr. Johns:

Q. Mr. Lewin, in your affidavit you state that on November 24, 1947, Mr. Lamothe, Secretary of the Typographical Union No. 276 advised you that it was the opinion of the International that the termination notice of the contract that they had given you was effective. Did anything occur after that?

The Court: What is his affidavit?

Mr. Johns: Exhibit 26. " I was summarizing on Page 4.

Q. Did anything happen after that in regard to the composing room employees?

A. I asked Mr. Lamothe to give to me the language that was used in the letter that he had received from Indianapolis. He said he would, and he sent a letter to me in which he said that President Woodruff Randolph of the International Typographical Union had interpreted our contract to the effect that the contract had been terminated by the sixty-day notice.

Q. Now, I will show you Page 4 of your affidavit, which has been attached to the petition as Exhibit 26, and ask you if the quoted matter there, indented and quoted matter, is a copy of the letter which you received from Mr. Lamothe, quoting from the communication he said he received from Mr. Randolph?

A. It is.

Q. What next happened after that?

A. We had a meeting with the Scale Committee of the Typographical Union, No. 276, with a representative of the International present, Mr. Toby Lyon. That meeting was held on December 10, 1947.

Q. What occurred at that meeting?

A. At that meeting, Mr. Lyon asked to be brought up to date on the events that had occurred in our negotiations with Typographical Union No. 276.

Q. Mr. Joseph A. Koback, the former president of the local and the chief spokesman for the loc[illegible] told the group

which was assembled of the events which had occurred. He stated that we had interpreted the contract to mean that the contract period continued beyond the date specified in the contract, while negotiations were being continued, and that conditions which were prescribed in the contract also continued.

Mr. Lyon said that we did not have a contract. He said that if non-union men came into the composing department of the Standard Times, the odors of their bodies would be such as to nauseate the men who worked in the union in the composing department of the Standard Times that the men would have to leave their jobs, and we would not have men working in our composing department.

He then went on to say that the main thing that he had found that publishers were interested in was stability of expense during the forthcoming year, and he said that he would propose a device whereby the employer in the Standard Times would know what his expense for wages in the composing department would be during the subsequent year. He said that this was a device that had been used in Buffalo, Woonsocket, Meriden, Connecticut, Holyoke, Manchester, New Hampshire, among other places.

He said it consisted of the union sending to the employer conditions of employment. He said that the employer would reject those conditions of employment. He said the employer then might send a letter to the union specifying terms that might be orally agreed upon, that the union would then send a letter rejecting the employer's letter.

He said that in case the union rejected or suspended a member, that the union would insist that the employer not necessarily discharge that person but transfer him to another department of the paper.

He then began a discussion of the economic aspects of our negotiation. He stated that he had reached an agreement with the Brockton Enterprise Times in that week at a rate of $75 per week. He said he thought that the New Bedford Standard Times should pay the same amount that was paid in Brockton. The management contended that that figure was higher than the Standard Times should pay, that Brockton was in the metropolitan Boston area, and that we were out of that area, and, therefore, we should not pay the amount that was imposed on the management of the Brockton Enterprise Times.

We had a long discussion of various economic factors, expenses, faced by the Standard Times in costs, not only in the composing department, but other departments.

Mr. Lyon said that the meeting had covered a long period of time, that we should recess. I suggested that the management committee, consisting of Mr. Nicholas J. Mahoney, Jr., the general business manager, Mr. Richard G. Ruby, and myself should have an opportunity to leave the office in which we were sitting and to discuss what had been said at the meeting.

The union representatives agreed, and we left the room. When we came back, Mr. Mahoney said that he didn't see the purpose of the device that Mr. Lyon had suggested, because it left us absolutely nowhere as to an agreement.

The members of the Union then arose, Mr. Lyon and Mr. Lamothe, the Secretary, said that they did not want to do it, but if we didn't agree on a wage that the union thought was satisfactory, that the union would mandate a wage, would place the figure and conditions of employment to be presented to us, and if we didn't have the money in the envelope on the pay day after we received the conditions of employment, that the men would not work in the Standard Times composing department.

Q. Was that the end of the meeting?

A. It was.

Q. Of December 10?

A. Yes, sir.

Q. Did you have any further communication with Mr. Lyon?

A. I did.

Q. When did you next?

A. I telephoned to Mr. Lyon at the New Bedford Hotel and asked him to come to my office to see me on the morning of December 11, and he agreed that he would do so, and he did come to my office.

Q. Was that on December 11?

A. Yes, sir.

Q. What happened at that meeting?

A. At that meeting, I told Mr. Lyon that since he had said that the management could not have a contract as in the past, reduced to writing, as in the past, that I would agree to send a letter to the Union setting forth the terms that we would agree upon, but I said that I did not wish the

union to send a letter back to me, rejecting the terms set forth in my letter, if we had agreed upon them, and I did not wish to see any conditions of employment nor to have any posted.

We then went into a discussion of the economic problem, the amount of wage we were to pay the members of our composing department. I told Mr. Lyon that I did not see why the Standard Times had to pay a rate higher in percentage than the increase agreed upon between the Typographical Union in Boston, and the publishers of the Boston newspapers which was 15%. I offered the Typographical Union No. 276 through Mr. Lyon an increase in rate of 15%. Mr. Lyon said that was not enough, that the men had been talking $75, that he thought he could sell them on $71.

We had a long discussion. He told me that the Union was meeting at five o'clock that afternoon, after the shift. I asked him to do me the courtesy of presenting to the local union the increase that I proposed, and he agreed that he would do so.

Q. Did anything else happen on December 11?

A. It did.

Q. Tell me what happened.

A. That night the foreman of the composing department, a member of the union, telephoned to me and said that members of the day shift who had been asked to do overtime work at night, to put out the next day's paper, and who had agreed to do so, had failed to appear for work, and that he was trying to get in touch with the president of the local, Mr. James A. Hayes, and the Secretary, to find out why they weren't there.

He said that it appeared to him that there was trouble in the composing room. About 11 o'clock that night, he telephoned me and told me he had reached the officers of the union, and they said that it was an individual matter whether or not the men worked overtime. I told the foreman of the composing department that I would be in early on the next morning, in case any trouble had developed.

I came to my office shortly after seven o'clock in the morning, having called the general business manager, and the foreman. The foreman reported to me in my office that he had a note from the man in charge on the night side to the effect that the men who work on a night shift

that we have, composed normally of five or six men, did not feel like working overtime, and, therefore, they did not work overtime. Also he informed me—

Mr. Van Arkel (interposing): Excuse me, Mr. Lewin.

If your Honor please, I should like to move to strike any testimony with regard to refusal of individuals to work overtime.

The Witness: I have a copy of the note.

Mr. Van Arkel: No connection is shown with any issue in this case.

Mr. Johns: We think it is directly connected with the issues shown in this case.

The Court: Overruled. Go ahead.

A. The foreman further informed me that six or seven men who had been asked to work on their day off, which day that was, and had agreed to, had failed to appear for work, and, therefore, we could not produce the newspaper that we had been scheduled to produce.

I ordered the size of the paper immediately cut by ten pages, reduced the amount of news that was in the paper, ordered advertising that had been scheduled to be thrown out, and the business department to notify the advertisers that their advertising could not run.

Mr. Van Arkel: Excuse me, Mr. Lewin. Your Honor, may we have it understood we have a continuing objection to this line of testimony?

The Court: You may.

A. So that that day we went to press with a newspaper that had been rescheduled into ten fewer pages than had been originally scheduled.

I called Mr. Lyon at the hotel, and told him what had happened, and asked him to come in to see me. He said he knew nothing of it; he said the men had taken a strike vote at their meeting the previous afternoon.

I told him that I would propose a new wage offer. He said the men were having another meeting after the day shift that afternoon, that he was going to Fall River to negotiate a contract there, that if I wanted to, I could go down to the union meeting, but he would advise me not to because the men were in a bad mood.

I suggested that we compromise between the $72 figure that he had set, and the 15% increase that I had offered.

Q. (By Mr. Johns) Was that $72 or $71 figure?

A. Oh, he originally had indicated $72, and then he thought that he could make an agreement on $71.

He said no. I said, "Well, then, I will offer $71." He said, "No, the time has passed for that. It will have to be $72, or you won't have any work in the composing department."

I told Mr. Lyon we would offer the $72 under those circumstances. He asked me if he could go up into the composing department and notify the men of my offer. I said he could. They were then working on the first edition, and I led him to the elevator near my office, and I believe he went up to the composing department because later that afternoon I was informed that the trouble was over, and that the negotiation was settled.

Q. Now, you said some time back in your testimony you came to work at 7 a. m. and then you related a number of incidents that happened after that. Were those matters all on December 12, including the granting of the $72?

A. Yes.

Q. Now, did you have any discussion with Mr. Lyon as to how this agreement as to the $72 was to be manifested?

A. I told Mr. Lyon I would write him a letter stating the terms that we had agreed upon, and I asked him not to have the union send me a letter rejecting it.

Q. Was there any mention of conditions of employment?

A. I told him I didn't want to see any conditions of employment.

Q. Now, you testified to the failure of men to show up to work overtime. During, say, the six months preceding these days in December had any such situation happened?

A. None.

Q. Well, now, thereafter, did you send a letter to the Union?

A. I did. The president of the union telephoned me, and said that everything was O. K. Several days later, on December 19, I sent a letter, or rather delivered a letter to the President of the Union, setting forth the new wage rate, stating that the wages would be paid retroactive to the expiration date of the contract, and setting forth that it was my understanding that that wage rate would continue for a year, from the expiration date of the contract, and that we would operate under terms that had prevailed under

the previous contract except as they might be in violation of federal and state laws.

Q. Did you receive any reply to that letter?

A. I did not receive any direct reply to that letter, but on January 9, 1948, I returned to my office in the evening after having gone out for a bite of lunch, and on my desk, in an envelope of the Typographical Union were conditions of employment, filled out in detail, and signed by the president of the local union, the secretary of the local union, and Mr. Randolph.

Q. Did the conditions of employment have inserted the new wage rates that you had agreed to?

A. It did.

GENERAL COUNSEL'S EXHIBIT 75-C

* * *

Cross Examination.

Questions By Mr. Van Arkel:

* * *

Q. Now, Mr. Lewin, I will direct your attention again, if I may, to the Preamble of this Agreement. It is quite clear from the first sentence of that Preamble, that you were not asked to agree to these, is it not?

A. Well, we had been asked to agree to them, not these. We have been asked to agree to a Conditions of Employment without the details stipulated.

Q. Well, now, I direct your attention to the first words, "This schedule of the Conditions of Employment as hereinafter stated, is in no wise a contract, nor is it an offer susceptible of acceptance by an employer."

You were not asked, were you, to agree to these Conditions of Employment in any way?

A. Yes.

Q. In what way?

A. When they were first presented to us, a blank Conditions of Employment were presented to us as the Union's proposal.

Q. Wasn't it explained to you at that time that this was not a contract, nor an offer susceptible of acceptance?

A. No, sir.

Q. Was that language contained in the blank form of Conditions of Employment which you were given?

A. Yes, sir.

Q. Did you read it when it was given to you?

A. Afterwards.

Q. Well, was it your understanding then, that this statement was a correct statement in the Conditions of Employment?

A. I don't think I understand that question.

The Court: Do you want it read over?

Mr. Van Arkel: I can rephrase it.

Q. (By Mr. Van Arkel) I am referring to the first phrase, right at the beginning of these Conditions of Employment which states that it is in nowise a contract nor is it an offer susceptible of acceptance by an employer.

Did you understand that was an accurate description of the way in which these were being presented?

A. I would not say that I did.

Q. Now, did you have meetings with the representatives of the New Bedford local, Mr. Lewin, on the evening of August 21st?

A. Yes, sir.

Q. That was the day before the Taft-Hartley Law became effective?

A. Yes, sir.

Q. Were those meetings at the request of the Union?

A. One meeting was in the afternoon at the request of the Management. The second meeting was in the evening at the request of the Union, or at least a jointly agreed upon meeting.

Q. Now, was it the purpose of that meeting to attempt to reach an agreement extending the closed shop provisions of your agreement for one year before the Taft-Hartley Law became effective?

A. Yes, sir.

Q. And there was no question at that time that the Union was seeking such an agreement, was there?

A. Well, I asked for the meeting.

May I tell, in some small detail, about the meeting?

Q. Please do.

A. I asked for the meeting and made the suggestion that the Management would increase the wage rate in the composing department effective that date instead of on the anniversary date of the contract provided that the terms of the contract then existing, continued until August 22, 1948.

Q. Well, now, would it be correct to say that those negotiations broke down because you objected to the 60-day cancellation clause which the Union proposed for inclusion in any extended agreement?

A. Well, we had previously rejected that proposal, and we renewed our objection to it at that meeting.

Q. So that your objection was principally to the Union's request for a 60-day cancellation clause in the agreement?

A. Yes.

Q. Did you later repeat your objection to that in October, Mr. Lewin, at the meeting on October 22nd?

A. To the 60-day cancellation?

Q. Yes.

A. Why, the Union did not propose the 60-day cancellation contract at that meeting. My recollection is that I told the members of the Union at that meeting that I understood that the Typographical Union was modifying its no-contract policy and I read a story to the committee which had appeared in the Christian Science Monitor and the Union stated that it was not going to propose and was not interested in proposing a 60-day contract because we had rejected the Form A at the time that that was originally proposed.

Q. You did know, then, that the Union was prepared at that time to enter into an agreement containing the 60-day cancellation clause?

A. Yes.

Q. And you continued your objection which you had voiced in August to that when the question arose in October?

A. Well, the Union did not propose it and so it was unnecessary for me to continue any objection.

Q. I see. At that time you did not request the Union to negotiate with you on that matter, I take it you accepted their statement and that is where the matter was left?

A. Yes.

Q. Now, I believe you testified, Mr. Lewin, that on December 11, I believe it was, you had a meeting with Mr. Lyon at which you proposed a wage increase of I believe, $8.00 a week.

A. Fifteen percent wage increase, $8.72—something in that nature.

Q. I believe it is your testimony that you asked Mr. Lyon at that time, to do you the favor of submitting it to the Union membership.

A. Do me the courtesy of presenting it to the membership.

Q. And Mr. Lyon agreed to do that on behalf of the Union?

A. He agreed to do it.

Q. Did you know that he was presenting that at a Union meeting that same afternoon?

A. Yes, sir.

Q. And that that meeting took place on the same afternoon on which you complained the members refused to work overtime?

A. That night they declined to.

Q. Well, I mean they did not show up for their overtime work at the end of the shift. Is that correct?

A. No, they were to come in at night, as I understood it.

Q. Was this the day shift that was to work overtime?

A. Some members of the day shift.

Q. You were aware that they were attending a Union meeting which had been called pursuant to your request that afternoon, were you not?

A. No Union meeting was called pursuant to my request.

Q. I thought you stated that you had asked Mr. Lyon to submit this offer to the Union.

A. Yes, but the Union meeting was scheduled but not at my request.

Q. I understand, but you knew, of course, that there would have to be a Union meeting at which your request was to be presented.

A. Mr. Lyon told me there was to be a meeting at 5:00 o'clock that afternoon.

Q. In the course of your negotiations with the Union, Mr. Lewin, was anything said with respect to the matter of your hiring foremen who were members of the Union?

A. I don't recall anything.

Q. Did you have any objection to continuing in your employ foremen who were members of the Union?

A. No, sir.

Q. Now, you testified, Mr. Lewin, that there was some question concerning the arbitration of a new agreement at the time when your old agreement expired in October. Was it correct that your old agreement contained a provision stating that the provisions of a new agreement might be arbitrated by mutual consent of the parties?

A. Yes.

Q. And did the Union state that that clause requiring mutual consent, did not make it incumbent on them to arbitrate the provisions of a new agreement?

A. They had previously, but not on that occasion: I mean not in the course of this negotiation.

Q. Well, did the Union representatives point to that as a reason why they were not obligated to arbitrate the terms of the new agreement?

A. Well, they stated the contract had terminated.

Q. I take it you insisted that under this clause a new agreement was to be arbitrated, did you not?

A. Well, I insisted that the conditions which prevailed under the then contract should continue pending and during negotiations.

Q. But didn't you also insist that the Union was required under this clause to arbitrate the terms of the new agreement?

A. No, sir.

Q. So that I take it that your position during—I mean in your testimony on direct, were you not criticising the Union for refusing to arbitrate the terms of the new agreement?

A. That issue had not arisen.

Q. Now, in October, Mr. Lewin, did you, in view of the position which you had taken, state that it would be possible for the parties to continue the 1946 agreement for one year allowing the conditions of that to run on for an additional year?

A. Just pending negotiations.

Q. I see. Did the Union object to that proposal of yours on the ground that it would be illegal to do so under the Taft-Hartley Act?

A. No, they stated that they felt that they ought to get advice from the International, that they were not qualified to answer that issue, and they would write to the International Headquarters at Indianapolis and ask, and it was decided that we would draw a question to be presented to the Indianapolis Headquarters.

Q. And their interpretation was, I believe, that the notice of termination which had been given, terminated the existing agreement?

A. That was their interpretation.

Mr. Johns: By "their" I would appreciate the identification.

Q. (By Mr. Van Arkel) The interpretation of the International Union?

A. Yes, which was an interpretation that I did not agree with.

Q. Now, were you connected with the newspaper in 1933, Mr. Lewin?

A. Yes.

Q. Do you recall whether or not on March 14, 1933, the newspaper posted substantially this notice:

"On and after March 22, 1933, the composing room of this company will be run without a contract but without discrimination against Union men."

Was such a notice published?

Mr. Johns: I object to that question as being immaterial to this proceeding.

The Court: How was a matter that happened in 1933 material?

Mr. Van Arkel: I will withdraw that question and ask this:

Q. (By Mr. Van Arkel) From 1933 to 1940 did you operate without a written agreement with the New Bedford Local of the Typographical Union?

A. We had a contract that was negotiated in 1939. I don't know of my own knowledge, because it was not part of my duty to negotiate with Unions. I had been told that there was no contract in that period.

The Court: What period, '33 to '39?

The Witness: '33 to '39.

Q. (By Mr. Van Arkel) Now, in your affidavit, Mr. Lewin, which has been filed in this proceeding at page 3, I would like to read you two sentences from that affidavit.

"To this Mr. Kobak replied that a written contract was contrary to the ITU policy and that the local union could not negotiate one. At this meeting there was a discussion of the relative merit of Conditions of Employment and the 60-day contracts provided for by the International Typographical Union in its Form P-6A."

Now, do I take from the second sentence of those two I read, that you did know at this meeting that the local union might, with the full approval of the International Union, enter into a contract substantially in the form of P-6A?

Mr. Johns: Will you identify that meeting as the one of October 22nd?

Mr. Van Arkel: Yes, that is the meeting of October 22nd.

A. I knew that the International was entering into some 60-day contracts, or was proposing them, but I did not know that they were called Form P-6A, and I had never seen such a proposal contract.

Q. So that, assuming that Mr. Kobak made the statement you knew it was inaccurate, did you not, when he stated that a written contract was contrary to the ITU policy, and that the local union could not negotiate one?

A. No, he said that none of those contracts were being signed.

Q. Well, did he say anything which led you to believe that they were not authorized to negotiate a contract in that form if you so desired and they so desired?

A. Well, I know the Union did not present one to the Management for consideration.

Q. For the reason that you had previously rejected a contract with the 60-day cancellation clause?

A. So it was said.

Q. Now, since this, I believe you testified that at the meeting of December 12th, or that on December 12th, the local union accepted your wage offer of $72.00 a week?

A. Yes.

Q. Since that time have there been any disturbances at all in your operations in the composing room?

A. Well, I would say that relations had not been harmonious.

Q. Had there been any interruptions of production?

A. No.

Q. Any slow-downs, strikes or anything of that nature?

A. No.

Q. Now, I believe that you have also had relations with the Local Mailer's Union, have you not, Mr. Lewin?

A. Yes.

Q. Was an understanding reached with respect to the Mailers?

A. Yes.

Q. With whom was that reached?

A. With the local committee and Mr. Lyon.

Q. Mr. Lyon is the representative of the International Union?

A. Yes.

Q. When was that understanding reached?

A. It was in January, I think, of 1948.

Q. And have your relations—have there been any interruptions of production in your mailing rooms since that time?

A. We have an unsatisfactory situation in our mailing room.

Q. Had there been any interruptions of production, any strikes, slow-downs, anything of that kind?

A. We have felt there were slow-downs.

Q. Since January, since the wage understanding was reached?

A. Before and since.

Q. Did you make any complaint to the local union or any officer of the Union with respect to that matter?

A. Yes.

Q. Was that done in writing or orally?

A. Orally.

Q. And to whom did you address those?

A. To members of the committee, of the Mailer's Union.

Q. Did you take up the matter with Mr. Lyon?

A. It was discussed at our negotiations.

Q. With respect to the Mailers?

A. Yes.

Q. Well, that was before this understanding was reached, was it not?

A. And at the time.

Q. But now, I am asking specifically about since that time if such an understanding was reached, have you had any occasion to bring this matter to Mr. Lyon's attention since an understanding has been reached?

A. We have not brought it to his attention.

* * *

Redirect Examination.

Questions By Mr. Johns:

Q. On cross examination, Mr. Lewin, you were asked about the 60-day clause in connection with your proposal that the contract was expiring be extended to another year. Was it Form A that was proposed as the method of extending your prior contract?

A. Form A was presented on August 18, 1947, but there was no later proposed 60-day contract presented to the Management.

Q. Well, now, was it Form A that was being discussed at the meeting of August 21st in connection with the extension of your contract?

A. Yes.

Q. Regarding the men who did not report for overtime on December 11, what time were they supposed to report?

A. I don't know the exact time. Foremen were supposed to report in the evening and the men on the night shift were asked to work overtime. On the next day, either six or seven men were asked to work on their off day, and it was reported to me they had agreed to prior to the meeting.

Q. Was the failure of the men to report for overtime on December 11 explained to you as caused by a meeting of the local?

A. No, sir.

Mr. Van Arkel: If the Court please, I think we should now explain by whom, to whom.

The Court: How did you get your source of information?

The Witness: The foreman reported to me that men who had been assigned had not appeared on the night shift. The man in charge left a note and said, "Sorry, the boys did not feel like working overtime."

The Court: They had no information they were in a Union meeting or they had attended a Union meeting?

The Witness: No, sir.

Q. (By Mr. Johns) Mr. Lewin, on cross examination, in connection with a question Mr. Van Arkel asked you about the October 22nd meeting and the statement that you made that Mr. Koback informed you that a written contract was contrary to the ITU policy, you stated that Mr. Koback told you that none of these contracts were being signed?

A. Yes.

Q. Which contracts were you referring to?

A. The contract that is now termed the Form P-6A, 60-day contract.

Q. Did Mr. Koback state anything further other than merely the fact that they were not being signed?

A. Well, he said it is against the ITU policy to have

signed contracts. He said the local union could not sign a contract.

Q. Mr. Lewin, since being served with the Conditions of Employment, Petitioner's Exhibit No. 46, have you taken any measures to change the manner in which hiring and firing was done at the paper pursuant to the closed shop contract which expired 1947?

A. No, sir.

• • •

The Court: I want to ask the witness some questions.

Since the Conditions of Employment were submitted to you,—

The Witness: Yes, sir.

The Court: —have you hired any new printers?

The Witness: Yes.

The Court: What was the procedure of hiring them, selection of the individual for the job?

The Witness: I know the foreman hired two printers who were Union printers.

The Court: The selection was made by the foreman?

The Witness: Yes.

The Court: The identity of the individual was entirely within the control of the foreman?

The Witness: Yes.

The Court: Were you consulted before these individuals were hired?

The Witness: He told me that he needed some additional men and that he was going to employ these men. They were competent printers.

The Court: I shall permit again questions by either party.

Mr. Johns: I have nothing further.

Mr. Van Arkel: I would like to ask this one question.

Mr. Lewin, do you know whether or not there were any non-union members who applied for employment at your paper during this interval?

The Witness: I don't know.

Mr. Johns: Under the practice pursued at your paper, would you know whether or not a non-union printer applied for a job?

The Witness: I would.

Mr. Johns: How would you know?
The Witness: Through the foreman.
Mr. Johns: Would the foreman tell you whether a non-union man had applied?
The Witness: I would expect him to.
Mr. Johns: Has he told you of any such?
The Witness: No.

* * *

CHARLES M. LYON,
a witness called on behalf of Respondents, being first duly sworn testified as follows:

Direct Examination

Questions by Mr. Van Arkel:

Q. Give your full name, please.
A. Charles M. Lyon.
Q. What is your address?
A. 33 Addison Avenue, Lynn, Massachusetts.
Q. What is your present occupation, Mr. Lyon?
A. Representative of the International Typographical Union.
Q. Would you state briefly what your duties are as an International representative?
A. Upon requests of local unions, for advice and assistance, the standard of scale negotiations, and other matters to the offices of the International President, I am assigned to go to that jurisdiction, and, to the best of my ability, help solve their problems, in the scale negotiations, to endeavor to obtain a peaceful and satisfactory settlement.
Q. Mr. Lyon, do you have any authority to conclude any collective bargaining agreements as a representative of the International Union?
A. No, sir.
Q. Under the structure and laws of the International Typographical Union, what body or organization has the authority to enter into agreements?
A. The local union.
Q. Would you describe briefly, the method by which agreements are reached and approved?
A. Well, if there is stalemate in negotiations I go into that local upon the request of the local union, meet with management and endeavor to reach a settlement acceptable

to both parties. Sometimes the local union might desire something other than has been offered, but if, in my opinion, a settlement can be arranged satisfactorily and peacefully, they usually take my advice because they feel that I have exhausted all efforts to obtain that objective.

Q. Are such agreements voted on by the local unions before they become effective?

A. All agreements must be approved by the local body.

Q. Now, Mr. Lewin testified, Mr. Lyon, about some conferences which he had with you beginning on December 10, 1947. Was that the first time that you had been called into the New Bedford situation?

A. I believe it was.

Q. Were you there at the request of the local union?

A. Yes.

Q. Now, would you tell us what happened at your first meeting with Mr. Lewin?

A. He was desirous of a signed contract. I stated that he could have same and offered our Form P-6A which was definitely objectionable to management.

Then I spoke on the Conditions of Employment. Did Mr. Lewin state my reasons why that form was unacceptable?

A. He stated he did not like the 60-day termination and I told him there was no termination in there that it permitted the local union to open with a 60-day notice which was according to the Taft-Hartley Law and that contract would stay in existence a year, two years or three years if neither party desired to open it

Q. Will you continue?

A. And it was evident to me that Mr. Lewin had been advised to have nothing to do with Form P-6A.

Mr. Johns: I move to strike what was evident to this witness.

The Court: Objection sustained. The answer is stricken.

Q. (By Mr. Van Arkel) State what was said, not your impression, but what you said and what Mr. Lewin said, will you?

A. Pardon me.

Q. Will you continue with whatever discussion there was at that meeting?

A. On the Form P-6A?

Q. Or other matters.

A. I offered the Form P-6A. That was objectionable. Conditions of Employment were discussed and he did not desire that and I told him that if he wished to he could voluntarily grant an increase, and, if acceptable to the individual members of the organization, that his conditions could remain status quo as formerly, and I believe that covered practically all that was said.

Q. Was there some discussion at that meeting of wage rates?

A. Yes.

Q. What was that discussion?

A. At great length. Can I elaborate a little on this?

Q. Surely.

A. I was negotiating contracts upon the request of local unions in that area.

Q. Will you speak up?

A. I was negotiating contracts in that area upon the request of local unions. Increases had been granted elsewhere and Mr. Lewin's offer, in my opinion—

Mr. Johns: (Interposing) Just a moment. I object. I object to this testimony of his opinion.

The Court: Just what was said, substantially, and not what impressions you had of what Mr. Lewin's reactions were or your reactions, but what was said between you and him.

The Witness: If you will pardon me, your Honor, there is a lot being said when you are trying to arrive at a satisfactory settlement.

Q. (By Mr. Van Arkel) Was this something you explained to Mr. Lewin, Mr. Lyon?

A. Definitely.

Q. Tell us what you said to Mr. Lewin.

A. I explained to him the increases that had been granted to local unions elsewhere in that area and I told him that his offer, in the opinion of the local union and myself, was ridiculous.

Q. Did you explain what some of these other wage understandings were that had been reached?

A. Yes.

Q. What did you tell him about that?

A. I told him that the offer in New Bedford of $14.00 as against his $8.00 showed a differential of $6.00

Q. The offer in New Bedford?

A. The offer in Brockton was fourteen. In New Bedford it was $8.00. There was a differential of $6.00 which I felt would be objectionable to the local unions—at least they wanted to maintain their differential which existed prior that New Bedford paid $58.00 where Brockton paid $61.00 and the object was to maintain that differential of three.

Q. Had Mr. Lewin, prior to that time, offered an increase of $8.00 a week?

A. No, his highest offer to the local committee prior to my going there was $5.00

Q. What did you say to him with respect to the $5.00 offer?

A. He did not offer that to me. That was rejected by the local union prior to my coming there.

Q. Will you continue with the discussion you had on this matter?

A. Then he based his increase on a fifteen percent which was probably $8.70. That was with the committee, the local committee was with me, and on his offer, we caucused on the offer, discussed it with them, and they said they did not think, in their opinion, the membership would accept that.

In other words, I accept no offer from Management unless I first have the approval of the local committee who has the consensus of the membership regarding increases, what they will accept and what they will reject.

Q. What happened thereafter, then?

A. Mr. Lewin said to me, "Well, Mr. Lyon," he said, "I wish that you would take this offer back to the local union."

I said, "Well, personally, I don't know whether they will accept that offer or not, but if you don't want to pay more, this is your best and final offer, I will call a special meeting of the Union to have them accept it or reject it, and you will be told of their actions later."

Q. Now, at that point, Mr. Lyon, did Mr. Lewin make a request to discuss the matter with the local union members at a membership meeting?

A. Mr. Lewin said to me, "Do you think if I attended the local union meeting it would help to put this $8.00 across?"

I said, "No," that "the men are in a bad mood, Mr.

Lewin. I would advise you to let me take it there without you being present and let them discuss it to save trouble. If you were to go in there, in the mood they are in, you might be insulted, and we don't want you insulted by the local membership of the New Bedford Union."

Q. Did you indicate that you were willing to have Mr. Lewin appear with you if he desired?

A. I said yes but advised him not to go because of the mood the men were in.

Q. I believe on that afternoon the Union voted to reject the offer that had been made?

A. Yes, by unanimous vote.

Q. Did you have, then, any further meeting or discussions with Mr. Lewin?

A. The following morning at 9:30 he telephoned my room inquiring for my health, wanted to know how I felt. I said, "I'm O.K. How are you?"

He said he was O.K.

I asked him if he had heard any official report of the action of the local union. He said, "No."

I said, "Here is the action, it is official from me. They have rejected your offer by unanimous vote."

Q. Now, had there been further action taken at the union meeting in the afternoon before, Mr. Lyon?

A. Yes.

Q. What action was that?

A. The local body voted to request the strike sanction from the International Executive Council.

Q. What was that vote?

A. Unanimous vote.

Q. Did you tell that to Mr. Lewin?

A. Yes.

Q. What was his reply to that?

A. To come to his office and we would talk things over.

Q. Did you then go to his office?

A. Yes.

Q. What discussion did you have with him there?

A. Wages.

Q. Would you just tell us what was said, what you said and what Mr. Lewin said?

A. Well, we discussed at length the $14.00 increase in Brockton, that the men were desirous of obtaining in New Bedford, and he had to keep going back and forth to the

publisher, and after several hours he offered the $72.00

Q. What did you say to that?

A. Told him if he had offered and given me what he wanted the night before, he would have saved himself a dollar a week.

Q. Did you tell him what you would do with this offer of $72.00 a week?

A. Yes, I said, "I will take it to the Union to be accepted or rejected."

Q. Did you do that?

A. Yes.

Q. When did you present it to the Union membership?

A. Friday, the 13th, I believe, February 13th.

Q. What action did the local union take?

A. They accepted it by a large majority. I can't tell just exactly what it was. There were some that opposed it.

Q. How did you notify Mr. Lewin of that action?

A Called him on the telephone, I believe.

Q. Now, were you also present, Mr. Lyon, during some negotiations with respect to the Mailer's Union?

A. Yes.

Q. What meetings did you have, Mr. Lyon, on that matter?

A. Had several meetings, I believe.

Q. When were they held?

A. In January—I can't give you the exact date.

Q. Just briefly, would you describe what happened in those negotiations?

A. Conditions of Employment and contracts were not discussed, wages only. Mr. Lewin was satisfied to go along with the same procedure that we used in the Typographical negotiations.

Q. Was that something that Mr. Lewin said to you?

A. He said, "Yes, I will be satisfied to go along as we did with the Typographical."

Q. Briefly, was a wage settlement reached with Mr. Lewin?

A. Wage settlement was reached, $9.00, which was acceptable to the local union.

Q. Did they accept that?

A. Yes, and voted.

Q. Did they take a vote on that?

A. Yes, voted unanimously.

Q. Now, Mr. Lewin testified here, Mr. Lyon, that at a meeting of December 10, you said something to this effect; that if non-union men came into the composing room the odors of their bodies would nauseate the men working in the shop.

Did you make such a statement?

A. That is really off the record because we were not in session—it was said in a jovial spirit. We all seemed to get a great laugh out of it.

Q. Did you have a meeting on December 10?

A. Yes.

Q. Would you tell us just what the discussion was with respect to this matter?

A. It did not really come out. I think that that was after, as we were breaking up our meeting. In fact, we were putting on our hats and coats and leaving the room and the question of a third party was off the record. I told them that was my opinion, but it was not said for the record, it was more or less in a spirit of fun, that is all.

Q. What was the question of a third party, Mr. Lyon?

A. He wanted to know if any of our members should become suspended for non-payment of dues, or violation of this law or that law, and by the suspension they would become non-members, under the Taft-Hartley Law, he could not discharge them, and I said, "That is correct, but you could transfer them to some other department if you wished, if they were making the men in the composing room sick. You would know the cause of the illness and being a good doctor, you would remove the cause."

• • •

Q. Now, Mr. Lyon, as an International representative of the Union, what geographic territory do you cover?

A. New England States.

Q. Have you had occasion, since August 22nd to be present at negotiations throughout the New England States?

A. Yes.

Q. Have contracts between locals of the International Typographical Union and publishers throughout the New England States expired since August 22nd?

A. Yes.

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Q. (By Mr. Van Arkel) In any cases which have come to your attention, Mr. Lyon, are there any cases in which satisfactory wage readjustments have not been reached since August 22nd?

A. No.

Q. In about how many instances have negotiations between you and newspaper publishers or between locals of the International Union, to your knowledge, and newspaper publishers resulted in an understanding with respect to wages, hours and similar matters?

A. I would say approximately twenty local unions affecting thirty odd newspapers.

Q. Is that true of the larger cities of New England?

A. It includes Boston and Providence.

Q. In any of those situations have there been any strikes, slow-downs or other interruptions of production once a wage understanding had been reached?

A. No.

Q. When was the first of those understandings arrived at, Mr. Lyon?

A. October 1st in Lynn, Massachusetts.

Q. Of 1947?

A. 1947.

Q. In any case, has there been any effort on the part of any local union of the International Typographical Union to change a wage rate which had been agreed upon?

A. No.

Q. Are there in any of these, so far as you are aware, in any of the New England States, any situations which threaten to result in strikes or other interruptions of production?

A. No.

Cross Examination.

* * *

Questions by Mr. Johns:

Q. Mr. Lyon, you are familiar with the General Laws of the International Typographical Union, are you not?

A. Yes, sir.

Q. It is a fact, it it not, that no subordinate Union under the laws of the ITU can sign a contract with an employer guaranteeing its members to work for such employer unless such contract is in accordance with the International laws. Is that not correct?

A. No, I know of many cases where contracts have been signed by local unions, did not conform with the ITU law in its entirety.

Q. Are you familiar with Article III, Section 2 of the General Laws of the ITU?

A. Read it and I might be familiar with it.

Q. "No local union shall sign a contract guaranteeing its members to work for any proprietor, firm or corporation, unless such contract is in accordance with International law and policy and approved as such by the International President."

A. Still that has been done.

Q. That is a law of the Union?

A. But the local unions have violated that law with no penalty being placed upon them by the International Union.

Q Those would be cases where the International did not choose to place any penalty on the local unions. Is that right?

A. That I would not know.

Q. Subordinate local unions are required by the General Laws of the International Typographical Union to submit to the International for review and approval contracts entered into by them. Is that not a fact?

A. Proposals.

Q. They are supposed to submit such proposals to the International for review and approval?

A. That is right, prior to negotiations.

Q. When you go in as International representative, do you go in with the power to grant approval of the proposals?

A. No.

Q. When you go in, do you have to submit the proposals to the International before they are acted upon?

A. Proposals have already been submitted by the local body. I have nothing to do with the proposals.

Q. They are submitted to whom?

A. To the contract department of the International Typographical Union to see if they conform with the laws of the International Typographical Union.

Q. I see. When you went into the New Bedford situation, did you have any authority to change the policy that had been entered into by the International prior thereto?

A. No authority whatsoever.

Q. You made no attempt during the negotiations to depart from the P-6A Form of Agreement, did you?

A. Yes.

Q. In what respect?

A. Conditions of Employment or the Management could either give a voluntary increase and have the conditions remain status quo.

Q. But you had no authority when you went in to sign a contract for a year's term without a 60-day clause. Is that right?

A. Representatives don't sign contracts.

Q. To negotiate for such?

A. Yes, I could negotiate on the Form P-6A and that could be signed by the management and by the local union.

Q. The International would not sign such, would it?

A. Yes.

Q. Endorse a Form P-6A form?

A. Definitely.

Q. Mr. Lyon, what do you mean when you say that Management could give a wage increase and the status quo could continue?

A. During negotiations, if the negotiations are prolonged, Management could voluntarily grant an increase that might prove acceptable to the individual members and negotiations continue. I have had that in some jurisdictions.

Q. And they would continue with the understanding that the closed shop conditions would remain. Is that correct?

A. No.

Q. That is not correct. Is that right?

A. No. If you say closed shop.

Q. I said closed shop conditions.

A. Taft-Hartley eliminated closed shop, closed shop conditions. Other than that we are in violation of State and Federal Law.

Q. Did you at any time you were negotiating with employers in New England, agree to any proposal that would result in closed shop conditions not prevailing with that employer?

A. No.

Q. At the meeting on December 11, the Union meeting, what was discussed at that meeting?

A. Proposed offer from Management.

Q. What was the proposed offer?
A. Eight dollars.
Q. How much did that make the weekly rate—how much would that have made the weekly rate?
A. Sixty-six dollars.
Q. Was anything else discussed at that meeting?
A. No, the meeting was called for report of the local scale committee. That was the business of the meeting. Nothing else could be discussed.
Q. What was voted at that meeting?
A. To reject the offer of Management.
Q. Anything else voted on at that meeting?
A. Yes, to request strike sanction from the International Executive Council.
Q. Was anything else voted at that meeting?
A. No.
Q. When was it during your conversations with Mr. Lewin that you proposed $71.00 as the weekly rate that he should offer?
A. The evening prior to the union meeting. The Union meeting I believe was held on the 11th.
Q. That is correct, December 11.
A. And December 10 I was perfectly willing to take back a $71.00 offer from Management. Mr. Lewin refused to increase his offer over $66.00 or the 15%, which was probably $66.70—I am not definitely sure.
Q. Now on the day after the Union meeting you told Mr. Lewin that you would not take back that $71.00 offer, that you would take back a $72.00.
A. That was a mandate of the Union meeting by the membership.
Q. What Union meeting?
A. The Union meeting held on the 11th.
Q. How did it become a mandate of the Union meeting?
A. Because they had rejected the $8.00 offer and had voted to go along on a $72.00 offer if they could get it.
Q. You did not tell me about that.
A. Maybe you didn't ask. I misunderstood.
Q. I asked you everything that occurred at that meeting, did I not?
A. I don't get very clear on that.
The Court: Proceed.

Q. As a matter of fact, it was your own idea on December 12th of proposing the $72.00 was it not?

A. No, that was discussed at the meeting of the Union. They wanted to maintain the differential that had existed between the Brockton printers and the New Bedford and the differential was $3.00.

Q. When had the Union discussed maintaining that differential?

A. At the special meeting.

Q. Did they discuss it before that?

A. At a Union meeting.

Q. Before that meeting did they discuss it?

A. The committee expressed to me that that was the desire of membership in negotiations.

Q. Why did you propose a $71.00 on December 10?

A. For a peaceful settlement.

Q. And on December 12th, you were unwilling to propose that. Is that correct?

A. Because that was a mandate from the local body.

Q. Now, you testified that there have been several satisfactory wage arrangements reached between employers and locals of the ITU in New England within your territory. Is that correct?

A. Yes.

Q. What do you call satisfactory?

A. Wage increases acceptable to the individual members of the various locals.

Q. Now, some of those wage increases were granted after slow-downs, were they not?

A. No.

Q. Some of those wage increases were granted after strike sanction votes had been taken, were they not?

A. In one instance, New Bedford, yes.

Q. No other instance?

A. No.

Q. Is Quincy in your territory?

A. It is outside of Boston, but it comes under the Boston Typographical Union's jurisdiction.

The Court: Is that in your territory?

The Witness: Yes.

Q. There is a strike on there, is there not?

A. I believe so.

Q. You know so, don't you?
A. I was not in there.
Q. You know there is a strike on at Quincy, do you not?
A. Yes.
Q. Isn't it a fact, Mr. Lyon, that your statement regarding the non-union men not working with Union men was made during the meeting of December 10 and not when the meeting was breaking up and not made in fun?
A. It was made after the meeting was broken up in the office where the meeting was held, but it was not in discussions during negotiations.
Q. It was not made in fun, was it?
A. In a jovial spirit.
Q. You were giving a serious answer; were you not?
A. No.
Q. You did not mean what you said?
A. That would be my opinion, that that is the way I would personally feel about the matter. I don't know how the others would feel.
Q. I want to go back to the satisfactory wage arrangements that you say were reached in New England between locals of the ITU and employers. Did any of those wage arrangements result in the convential form of contract?
A. Most all the Conditions of Employment.
Q. None of them resulted in a contract for a year's duration. Is that right?
A. No.
Q. Most of them, you said were in the form of Conditions of Employment?
A. Yes.
Q. Those are the unilateral Conditions of Employment of the ITU. Is that correct?
A. They are conditions under which the members themselves have agreed to work.
Q. They don't constitute a mutual contract between employer and the Union. Is that correct?
A. We don't ask the employer to sign the Conditions of Employment, but they are the same as what he has had. They are general laws that he has operated under for years. There is no change in them at all.
Mr. Johns: That is all.

Redirect Examination.

Questions By Mr. Van Arkel:

Q. Just a moment, Mr. Lyon. Can you give us any examples of agreements which had been reached by local unions which contain provisions which were contrary to the International Typographical Union in your experience?

A. Yes. There was a great many contracts. For an example, right in New Bedford—they had a contract there on the Hyannis newspaper, which was a subsidiary of the New Bedford Times. The contract read 37½ hour week, but no overtime was to be paid until over 40 hours worked. The contract in New Bedford prior to my being assigned there several years ago, was never approved by the International Executive Council because of violations of our laws.

Q. Was that true in the case of other agreements between local unions?

A. Yes, in other places I found the same condition.

Q. So far as you are aware, have there been any reprisals of any kind by the International Union against any local union because of its failure to observe strictly the laws in its agreements?

A. None whatsoever.

Q. Now, in the course of such discussions as you have had since August 22, 1947, Mr. Lyon, have you proposed that employers post their own conditions of employment if they prefer?

A. If they wished to, I said that would be all right.

Q. Have any of them taken advantage of that suggestion?

A. No, none that I know of.

Q. Did these employers with whom you reached the arrangement to go along on Conditions of Employment object to you that that was illegal?

A. Illegal? Repeat that.

(The Reporter read the previous question.)

A. No.

Q. In the course of such negotiations as you have had since August 22, 1947, did any employer or employees' representative suggest to you or to your knowledge to any local union, that you enter into any understanding which contained a non-closed shop provision?

A. No.

Mr. Van Arkel: I think that is all.

Mr. Johns: That is all.

Questions By The Court:

Q. Mr. Lyon, do the laws of the International Typographical Union require that the local unions contract only with respect to closed shop, or require a closed shop agreement with the employer?

A. Yes, prior to the Taft-Hartley Law that was so.

Q. Is that still the interpretation of the laws?

A. I would not say. We do not desire to violate any Federal law.

Q. How about the hiring of foremen? Is that one of the laws that is covered by the requirement that is covered by the laws?

A. All foremen are members of the Union.

Q. Now, you say that when you went to New Bedford to discuss this problem between the employer and the Union as a representative of the International Union you had the authority, as I understand, to negotiate either a P-6A Form of contract or have an understanding, or bring about Conditions of Employment, or continue the existing arrangement between the employer and the employees or the Union after a wage adjustment had been arrived at. Is that a fair summary of your authority?

A. That is right.

Q. Did you have authority to negotiate and to submit to the International Typographical Union a contract which would comply with the provisions of the Labor Management Act in respect to closed shop and foremen?

A. The Form P-6A—I offered that.

Q. No, did you have the authority?

A. Well, in negotiations, as I say, I have no authority other than to bring back to the local union an offer or whatever I would advise them to do, but I have had no instructions not to do certain things. If we could negotiate the Form P-6A, that is the contract with the 60 days or longer, they could sign that or Conditions of Employment or they could put in their own conditions.

Q. The Conditions of Employment would require that if the employer saw fit to hire other than foremen that belonged to the Union or hired non-union help, what

now under the Taft-Hartley Law. I don't know what the result would be. I can't tell you that because I would not know.

Q. What is the purpose of Conditions of Employment if it is not to take action immediately upon the employer exercising his rights under the law with respect to closed shop, or foremen, hiring of non-union foremen?

A. You see, the prerogatives of the International Typographical Union are laws we have built up and maintained for over a hundred years, and Union printers are so accustomed to those laws. Well, maybe if they were violated they would take offense at the violation on the part of Management.

Q. Take offense at the laws of the International which are now in contravention of the Labor Management Act?

A. They might take offense, I don't know. This is only my opinion. I can't speak—I am speaking for myself as an individual. These laws we have respected and have observed them and they have nothing to do with the operation of the composing room. They are just laws that guide us and protect the Management the same as they protect the members of the International Typographical Union. I don't know of any conditions—I have been employed and I have been in the newspapers thirty-five years, naturally being accustomed to those conditions it would be very difficult for me to work with peace of mind if they were to take and disrupt those conditions, so personally, I think I might as an employee, take offense to a disruption of peaceful and harmonious conditions on the part of Management that I have been accustomed to for thirty-five years.

Q. Well, did you have authority from the International Typographical Union to negotiate any contract which provided for the elimination of a closed shop agreement?

A. I was never instructed any way regarding that.

Q. What would be your answer if such a contract were proposed?

A. Well, I would advise Management that he was probably going to get in a disruption of a peaceful and smooth operation of his composing room because—

Q. (Interposing) Could he agree to a closed shop under the law?

A. I don't believe so.

Q. But you insisted upon a closed shop.

A. No, I did not insist.

Q. Would you agree to a contract that did not have a provision of closed shop?

A. As a representative I did not agree. That is up to the local unions. If they wanted to work under those conditions and accepted it there is nothing I can do. They have their autonomous rights. There is nothing I can do only to guide them and, as I say, in negotiations to endeavor to obtain a satisfactory and peaceful settlement in the form of an offer. I also advise Management, and fortunately, in New England, the publishers there, the vast majority of the newspaper publishers, have gone along with this policy. There has been no work stoppages, no trouble, and everyone seems to be satisfied and contented. I have not had any difficulties and I am surprised that I am here today on this New Bedford situation because Mr. Lewin, himself, expressed to me appreciation for the peaceful and satisfactory settlement, and when I left his office, he said, "I hope some day to meet you when we can really sit down and have a social visit. I have enjoyed your visit in New Bedford, but sometime we might be able to meet and talk socially, not always have business in front of us."

Q. Assuming that Mr. Lewin would have offered to you a contract which was of more than 60 days, had other than a 60-day cancellation provision in it, and which did not have any provision regarding closed shop, requirement of closed shop, or the requirement that only Union foremen be hired, did you have any authority to negotiate such a contract?

A. No, that would be up to the local unions.

Q. Did you have any authority from the International to disregard or to not negotiate such a contract?

A. No, my duties are to guide and advise the local group to the best of my ability. If that type of a contract was offered, I would leave it up to the individual members of that particular Union to see if they were desirous of working under those conditions.

Q. What was the International's policy with respect to that kind of a contract?

A. Well, the International's policy would be to point out that because of the extension of a period of a year,

it might give to the employer opportunities under the Taft-Hartley Law to disrupt our organization and segregate us and form departments and weaken us to the extent that they would just break every Union up. We would have no strength. They could take in departments and you could take the ad department, make that a department and make the linotype a department, and make the makeup a department, and the first thing you know we haven't any Union, we have nothing.

Q. Would you say, then, it was the policy of your parent, or the organization of whom you were an employee, to not negotiate that kind of a contract?

A. I would say that the policies of our Union, and it is not the Executive Council, it is no officers, it is the body itself, that at a convention creates the policy. We have to observe it, and the policy was to protect what we believed to be the finest Labor organization in the world.

Q. I don't believe you answered my question. Read the question.

(The Reporter read the previous question.)

A. I would say yes, to protect the International Typographical Union's structure.

The Court: Those are the only questions I have. I shall permit both counsel to cross examine.

Questions By Mr. Van Arkel:

Q. Mr. Lyon, I would like to show you a Form P-6A agreement, and I will direct your attention to Section (c), stating,

> "It is understood and agreed that the General Laws of the International Typographical Union, in effect January 1, 1947, not in conflict with law or this contract, shall govern relations between the parties on conditions and specifically enumerated herein."

Now, Mr. Lyon, had a similar clause to this appeared in International, in contracts signed by locals of the International Typographical Union before 1947?

A. Yes, many years before.

Q. Was the phrase, "not in conflict with law," contained in those provisions before this Form P-6A was developed?

A. In conflict?

Q. I direct your attention to the pharse, "not in conflict with law." Had that appeared in previous contracts?

A. No, this is something that came after the Taft-

Hartley Law.

Q. That language is new, is it, in Form P-6A?

A. Yes.

Q. Now, Mr. Lyon, in Form P-6A was there any clause by which the employer agreed to hire only Union men?

A. Yes.

Q. There is?

A. I don't see it here. In the old contract there was, but not in this.

Q. In Form P-6A?

A. No, there is no such clause.

Q. Had there been such a clause in the previous agreements?

A. Yes.

Q. By which an employer agreed to hire only Union foremen?

A. Yes, the International Typographical Union is traditionally closed shop.

Q. But you say the clause by which they agreed to hire only Union men is omitted?

A. That is right.

Q. Mr. Lyon, did you have occasion to explain to employers in discussing Form P-6A the circumstances under which the Union might invoke the right which it had to cancel the agreement on 60 days notice?

A. I was asked why we had a 60-day opening clause, and I have explained to them to the best of my ability, why that was there.

Q. What was the explanation?

A. To protect the prerogatives of the International Typographical Union, the laws under which we have existed and worked for years.

Q. Now, was there discussion in that connection, about the circumstances which might arise if the employer, for example, hired non-union men?

A. It would give—I said it would give to the individual members their rights as free labor to refuse to work with objectionable people if it was their desire to do so.

Q. But did you explain what the Union's tradition might be if the employer, for example, hired non-union men?

A. The International Union?

Q. Or the local union.

A. I could not very well because it is only my opinion; I can't tell what a local body will do, as a body. But I expressed myself as an individual, that maybe there are individuals in that particular organization who would feel as I feel.

Q. Let me put this question to you, Mr. Lyon: Assume that the circumstances were such that an employer acting in good faith, was required under the Taft-Hartley Act to hire a non-union man. Did you explain what, if anything, the position of the International or the local might be under such circumstances?

A. No, I never.

Q. Did that question come up in the discussions you had with employers?

A. No.

Q. Did you have occasion to explain to employers with whom you were in negotiations, that under some circumstances the Union might find it necessary to cancel an agreement if they felt that the employers were deliberately taking advantage of his rights under the Taft-Hartley Law, to destroy the Union?

A. Well, I never explained that to the employers, but it is understood by those with whom I have done business, that that is why the 60-day cancellation clause is there.

Q. Have they expressed their views to you on that matter?

A. I have not had any publisher in New England state other than it was his desire to continue to employ in his composing room none but members of the Typographical Union because down through the years they have had peaceful and satisfactory and smoothly operated composing rooms. They want to go along with the International Typographical Union, and if the Taft-Hartley Law permitted, they would be permitted to sign with us a closed shop contract. That has been expressed to me by many, many publishers in the New England States. I have yet to find one who has objections to the closed shop policy and the way we operated prior to the Taft-Hartley Law.

Q. Mr. Lyon, when you stated that it was your desire to continue existing arrangements, did you mean to continue existing arrangements which might be in conflict with law?

A. No.

Q. Did you make that clear to employers with whom you were having negotiations?

A. Definitely.

Mr. Van Arkel: I think I have nothing further.

Witness Excused.

JOSEPH A. KOBACK, a witness called on behalf of the Respondents, being first duly sworn, testified as follows:

Direct Examination.

Questions By Mr. Van Arkel:

Q. Would you give your full name, please?

A. Joseph A. Koback.

Q. What is your address, please?

A. 50 Adams Street, Fairhaven, Massachusetts.

Q. Where are you employed?

A. I am employed by E. Anthony and Sons.

Q. Do you hold any position with Local Typographical Union No. 276?

A. I was simply a member of the Scale Committee; in fact I was chairman, come to think of it.

• • •

Q. At page 3 of his affidavit, Mr. Lewin states this:

"At a meeting on October 3, 1947, Mr. Koback, one of the Union representatives, said that he wanted the Management to understand that every step the Union was taking was dictated in detail by the International Typographical Union and the local was following each directive to the letter, whether right or wrong. He further said that the local had been directed that it had no authority to discuss policy but only to discuss wages with the representatives of Management."

Did you make that statement, Mr. Koback?

• • •

A. Discussion insofar as the procedure we were following at that point. I imagine that the Management also knew that we were getting advice on this particular thing and just to keep the record straight, we did say that we were following the advice of the International. Insofar as dictate, I don't think I used that, because the Inter-

national Typographical Union does not dictate to us. They advise us but never dictate.

• • •

Q. Well, had you been directed by the International Typographical Union that you had no authority to discuss policy?

A. No, the local union directed the Scale Committee to discuss, and until such further time as we could discuss a contract, but primarily wages, and they told us to concentrate on wages only.

Q. That is, the local union had directed you not to discuss policy?

A. That is correct.

Q. Did you explain that to Mr. Lewin?

A. I believe we did.

Q. Now, further, Mr. Lewin's affidavit states this:

"To this Mr. Koback replied that a written contract was contrary to the ITU policy and that the local union could not negotiate one."

Did you make that statement?

A. If I did make that statement it was made perhaps with some discussion that followed, but the point was that the type of contract that we had negotiated for years, those are the contracts we could not negotiate at the present time or they were not advisable because really they would be in violation of the Taft-Hartley Law.

Q. Is that what you were referring to in the course of this discussion?

A. Well, I believe so.

Q. Did you tell him that the local union could not negotiate a written agreement?

A. About what time? When was that?

Q. This is the meeting of October 22nd.

A. October 22nd — I imagine that might have been prior to the P-6A Form, before we knew anything about the P-6A Form. It must have been in some meeting—we have no idea what type of contract could be worked out.

Q. Mr. Lewin's affidavit goes on to say:

"At this meeting there was a discussion of the relative merits of Conditions of Employment and the 60-day contracts provided for by the International Typographical Union in its Form P-6A."

Was there a discussion of P-6A?

A. May I speak a little more on that? I can't really say yes or no.

Q. Was the Form P-6A mentioned at this meeting, Mr. Koback?

A. It was.

Q. So, did you state to Mr. Lewin that you could not negotiate a written contract along the lines of Form P-6A?

A. We could negotiate along the lines of P-6A.

The Court: Could, you say?

The Witness: We could, with the 60-day cancellation notice and in speaking of that, we said, where, during the month of August you refused Form A with the 60-day cancellation, and most likely you are still of the same frame of mind as far as the 60-day cancellation notice is concerned, so I asked him if he wanted to sign contract with the 60-day cancellation notice. He did not say No, he just shook his head.

Q. Meaning—

A. Meaning no, so we never pulled the P-6A out of the pocket.

Q. Well, did you state that you could not negotiate a written agreement at that meeting?

A. We could under the Form P-6A.

Q. Mr. Koback, did you state at that meeting, that you could not negotiate a written agreement?

A. I will say no to that, other than the Form P-6A.

Q. Well, that was a written agreement?

A. That is a written agreement.

Q. You made it clear that you had authority to negotiate that?

A. That is true.

Q. Now, I will direct your attention further to this statement in Mr. Lewin's affidavit, Mr. Koback, speaking of the meeting of November 5th:

> "During the course of this meeting, however, the question of the legality of a closed shop was raised, and Mr. Koback, speaking for the Union, said: 'Law or no law you are never going to get members of this Union to work with non-union men.'"

Now, was that statement made?

A. It was not made in that form.

Q. In what form was that subject discussed?

A. It was made as a personal opinion, and I said I was brought up as a Union man in this business, I have always worked with Union men in this business, and no law will tell me that I personally will have to work with any other. That is my opinion.

Q. Were you speaking for the Union in making that statement?

A. Not for the Union, but knowing men who have worked for years under the same conditions that I have, I could say that it would be their opinion.

Q. That is to say, your sentiment as an individual?

A. That would be their sentiment also.

Q. But were you speaking for the Union in any official capacity in making that statement?

A. I said it myself, personally, as an example.

Q. Now, Mr. Koback, there was some discussion here of meetings held prior to August 22nd. Did you have a meeting with Mr. Lewin on August 21st before the Taft-Hartley Act became effective?

A. It is possible we had one the 21st. We had one a week previous with Mahoney. Mr. Lewin was out of town.

Q. What was the purpose of that meeting August 21st?

A. The purpose of that meeting was to offer the Management an opportunity to extend their contract for one more year which would have been allowable under the new Act, and that was, submit the Form A with that suggestion.

Q. What was Mr. Lewin's reply to that?

A. Well, I believe after two meetings—it might have been three, but of that I am not certain—in a statement issued by Mr. Lewin, he said that whereas we are on virgin ground insofar as—wait a minute. I will take that back and start over because I am starting in the middle—if I recollect right.

That the Management preferred to let the contract expire or go up to the termination day, and because of the 60-day cancellation notice they did not choose to take the Form A and an extension of 1A, that in the meantime between August 21st and 22nd, the date of the expiration which was the last of November, other Unions perhaps would negotiate contracts and that would give both par-

ties in New Bedford a guiding light in negotiations, and know what type we could negotiate etc. That was a statement issued by Mr. Lewin.

Q. Did you understand that the International Union was, after August 22nd, not recommending that closed shop agreements be entered into?

A. Not recommending closed shop agreements?

Q. Yes.

A. Well, closed shop agreements could not be entered into after August 21st.

Q. Did you understand that the International Typographical Union was so advising its locals?

A. That is right. Well, it was so advising—well, I am in no position to say—I am not an official of the Union.

Q. But had your Union received information from International that after August 22nd, closed shop agreements might not be entered into?

A. That is correct.

Q. Did Mr. Lewin, in the course of any negotiations which he had with you, state that he was ready to continue closed shop conditions?

A. I believe that there was some—that he did say that. There were two or three sub-sections in the expired contract which, by tying together, the Management thought that it was possible to continue negotiations for an indefinite period, if it was necessary, until such time as a definite arrangement could be made and then hold all the conditions status quo.

Q. Did you make some objection to that?

A. We felt that any agreement of that nature would be a violation of the Taft-Hartley Law, and the President of the Union who sat in with us, pointed that out.

Q. To Mr. Lewin?

A. To Mr. Lewin.

Q. Was the matter dropped at that point then?

A. No. The matter was—well, now, maybe it was dropped at that meeting and brought up at another meeting, but our prepared statement, our question, was submitted to the International Union Headquarters, a question that was prepared by the Management, in which we felt it was not legal but we would send it on to Headquarters for review.

Q. What opinion did you get from International Typographical Union Headquarters?

A. That the contract was dead, or rather, the contract had expired. Maybe I am confused on the two issues.

Q. Well, in any event, you understand it would not be possible, as the result of advice from the International Typographical Union, to contract further on the basis that Management had suggested. Is that correct?

A. That is right.

* * *

Cross Examination.

Questions By Mr. Johns:

Q. Mr. Koback, during the negotiations with Mr. Lewin, didn't Mr. Lewin contend that although the contract was to expire on August 31st, that the effect of that contract was to continue during negotiations because of the clause in the contract?

A. He felt that that should continue indefinitely until—

Q. (Interposing) While negotiations were going on?

A. While negotiations were going on.

Q. Isn't that the only question that was submitted to International, to determine whether or not the contract was terminated or continued during negotiations? Wasn't that the sole question submitted to the International?

A. I believe that is right.

Q. Now, prior to August 22nd—I am speaking of a period prior to the time of the expiration of the contract, and also prior to the date on which the amendment to the National Labor Relations Act became effective—prior to August 22, 1947, didn't Mr. Lewin propose to execute an agreement which would extend a closed shop contract for a year from that date?

A. Not only Mr. Lewin, but we submitted that too.

Q. You submitted Form A, did you not?

A. Form A with the contract in its entirety.

Q. Mr. Lewin, however, said he wanted to execute the contract that you had before, did he not?

A. I did not hear.

Q. Mr. Lewin said he wanted to execute the contract that you had before.

* * *

• • • ALVAH H. CHAPMAN, Sr., a witness called on behalf of the Petitioner, being first duly sworn, testified as follows:

Direct Examination.

Questions By Mr. Johns:

Q. Will you state your name, please?

A. Alvah H. Chapman.

Q. Your address?

A. Columbus, Georgia.

Q. Your occupation?

A. I am President of the Ledger-Enquirer Company, a corporation publishing the Columbus Ledger, an afternoon daily, and the Columbus Enquirer, a morning daily.

Q. Does the Ledger-Enquirer Company also publish a Sunday paper?

A. They have a Sunday morning paper.

The Court: What are the names?

The Witness: The Columbus Ledger is the afternoon paper. The Columbus Enquirer, and the Sunday Ledger-Enquirer is the Sunday edition of both papers.

Q. (By Mr. Johns) Those papers are published in Columbus, Georgia?

A. That is right.

Q. How long have you held the position of President of the Ledger-Enquirer Company?

A. Since August, 1937.

Q. How long have you been connected with the Ledger-Enquirer ompany?

A. Since 1920.

Q. In the past has the Ledger-Enquirer Company had contractual relations with a subordinate union of the ITU?

A. They have.

Q. What subordinate union?

A. The Columbus Typographical Union No. 220.

Q. How long had the Ledger-Enquirer Company had contractual relations with Local No. 220?

A. Since 1937, to my knowledge, and it is my understanding that prior to that, from 1920.

I might say that in 1920 it was the Columbus Ledger only. The Columbus Enquirer was acquired in 1930.

Q. Were the contractual relations with Local 220 evidence by written contracts?

A. They were.

Q. For how long a period did those contracts run?

A. For a period of one year.

Q. Did those contracts have closed shop provisions?

A. They did.

Q. Has the Ledger-Enquirer Company at the present time got a contract with Local 220?

A. We do not.

Q. When did the last contract expire?

A. The contract expired on September 30, 1947.

Q. Prior to September 30, 1947 did you receive a notice of termination of the contract?

A. We did.

Q. From Local 220?

A. On July 28.

Q. Did you also send Local 220 a notice of termination of the contract?

A. We did on July 29.

Q. Do you have those two letters?

A. I do.

Q. May I have them?

(Witness produces the letters.) (Petitioner's Exhibits Nos. 47 and 48 were marked for identification).

Q. I hand you Petitioner's Exhibit No. 47. What is that?

A. This is a copy of a letter addressed to Mr. R. Ashworth and A. H. Chapman, of the Ledger-Enquirer of Columbus, Georgia, which was signed by Richard A. White, President of the Columbus Typographical Union No. 220.

Q. Is that the letter notifying you of termination of the contract?

A. That is correct, giving sixty-day notice of termination.

Q. What is Petitioner's Exhibit No. 48?

A. This is a copy of a letter dated July 29, 1947, addressed to Richard A. White, President, Columbus Typographical Union No. 220, Columbus, Georgia, and signed by A. H. Chapman, President of the Ledger-Enquirer Company.

Q. Is that the notice of termination that you sent to Local 220?

A. This is the letter giving notice of termination and one paragraph of the letter reads—

The Court: (Interposing) No.

Mr. Johns: I offer in evidence Petitioner's Exhibits 47 and 48. These are copies, as I understand.

I wonder if there is an objection to using them.

Mr. Van Arkel: No. We have no objection, your Honor, but would like to reserve the right to compare them with our originals.

The Court: You are offering, Mr. Johns?

Mr. Johns: Yes.

The Court: Admitted.

(Petitioner's Exhibits Nos. 47 and 48 were admitted in evidence.)

Q. (By Mr. Johns) After the exchange of letters of notice of termination, Petitioner's Exhibits 47 and 48, did you meet with representatives of Local 220 in an effort to arrive at a new agreement for the ensuing year?

A. We did.

Q. How many such meetings did you have?

A. I think we have had some eighteen or twenty meetings in all.

Q. Who attended those meetings?

A. The committee was composed of Mr. Ashworth, Mr. Swinson, and myself for the company; Mr. White, Mr. Rigsby, Mr. Bowick, Mr. Hill, and Mr. Greene, committee for the union; and Mr. F. T. Carter, representative of the International Typographical Union.

Q. Did Mr. Carter attend all of the meetings?

A. He did not.

Q. At one of the meetings did you agree to grant the employees a wage increase?

A. We did.

Q. At what meeting was that?

A. That was at the meeting of October 30.

Q. Was Carter present at that meeting?

A. He was.

Q. Was any correspondence exchanged at that meeting regarding, or subsequent to that meeting, regarding the wage increase?

A. There was.

Q. Do you have that correspondence?

A. I have copies of it, yes. (Producing it).

(Petitioner's Exhibits Nos. 49 and 50 were marked for identification).

Q. I show you Petitioner's Exhibit No. 49 and ask you what that is.

A. That is a copy of the memorandum handed to the committee of the union at the session of October 30, which was signed by A. H. Chapman, President, M. R. Ashworth, Publisher, and W. Edward Swinson, Attorney.

Q. Does Petitioner's Exhibit 49 purport to set forth what you considered to be the understanding when you gave the increase?

A. It does.

Q. Petitioner's Exhibit 50, what is that?

A. This is the letter dated October 31st, 1947 addressed to Mr. Ashworth and Mr. Chapman of the Ledger-Enquirer Company, signed by Richard A. White, President, J. F. Futch, Secretary-Treasurer, Columbus Typographical Union No. 220 letterhead.

Mr. Johns: I offer in evidence Petitioner's Exhibits Nos. 49 and 50, with the exception of the pencil notation in the upper left-hand corner on both Petitioner's Exhibits 49 and 50.

Mr. Van Arkel: No objection, your Honor. We would like to reserve the right to compare them with the originals.

The Court: Exhibits Nos. 49 and 50 admitted.

(Petitioner's Exhibits Nos. 49 and 50 were admitted in evidence.)

Mr. Johns: One is an original letter.

Q. (By Mr. Johns) Prior to the meeting of October 30 had there been meetings between you and Local 220 in connection with negotiations of a new contract?

A. There were several meetings prior to October 30.

Q. About how many?

A. Our first meeting was on August 15th and the next meeting was on October 9th and 10—no, September—September 5th, 19th and 24th, and October 9th and 10th, 20th, 24th, and 30th, I believe are the dates, as well as I can remember.

Q. Did you also have a meeting on October 14th?

A. We probably did.

Q. At those meetings had you discussed the form of the contract that might be entered into?

A. We did.

Q. Had any agreement been reached?

A. There had not.

Q. What had the company's position been?

A. Well, the company had submitted a proposal which we felt we should have, but there was no acceptance on the part of the union to our proposal.

Q. Had Local 220 made any proposal in the form of a contract?

A. They had.

Q. What had they proposed?

A. Well, on August 15th they proposed, that is, referred to I believe as Form A, to renew the old contract, the then contract, and later they submitted Conditions of Employment, and still later they submitted what they called a complete contract proposal referred to as P-6A.

Q. Did you accept any of those three forms?

A. We did not.

Q. Now, after you granted that wage increase was it your understanding that negotiations would continue in order to arrive at the form of contractual relations that you would have with Local 220?

A. It was our understanding that we would continue to negotiate and so advised the union committee.

Q. I want to direct your attention to the date of February 6, 1948. Between October 30 and February 6, 1948, did you have any meetings with Local 220?

A. Yes, there were several meetings held between those dates.

Q. How many would you say?

A. I think the first meeting was on November 5th, December 3rd, December 16th and 20th, as I recall it, and we had a meeting in January.

Q. Did you reach any agreement on the form of contract that you would have with Local 220 at any of those meetings?

A. We did not.

Q. Well, briefly, what occurred at those later meetings, can you tell us?

A. Personally, a discussion of the company proposal, paragraph by paragraph, and the union's proposal, paragraph by paragraph.

Q. What was the union's proposal?

A. Form P-6A.

Q. Were you able to come to an agreement?

A. We were not.

Q. On February 6, 1948, did you hold a meeting that date with Local 220?

A. We did.

Q. What occurred at that meeting?

A. At that meeting we advised the committee that we felt that each party had had ample opportunity to know the thinking of the other. We had been in negotiation for several months and each ought to know what the other had in mind about a contract. Prior to that date we had made, I believe, two proposals. Our first proposal was changed and the second proposal was made and as we proposed on this date, February 6th, to make some further changes, in an effort to reach an agreement with the committee, propose a contract to them that they could and would sign.

Q. Did you discuss your proposal with Local 220 at that meeting?

A. We did.

Q. Incidentally, was Mr. Carter at this meeting on February 6th?

A. He was not, I don't believe.

Q. What did you tell the representatives of Local 220 at that meeting about your proposal?

A. Well, briefly we recited a few changes that we had agreed to make in it, and they suggested that those changes be put in written form, that the union was having a meeting on February 8th and they would like a concrete proposal to take to them, and those changes were put in written form and a complete proposal was handed to the committee members so that they could take it to the Union meeting on February 8th.

Q. Where were the changes that you mentioned making in your proposals?

A. I think I can remember a few. One was that we would hire union foremen.

Q. Up to that time had you said that you objected to hiring union foremen?

A. We had not proposed that we hire union foremen, no.

Q. This was a direct proposal on your part, that you would hire union foremen?

A. That was.

Q. What other changes did you discuss?

A. As I recall it, another change was that we would agree that the union would have charge of the training of apprentices, but we would not agree that the apprentices would be required to join the union.

Q. Now prior to that time had you had any specific provision in your proposals regarding apprentices?

A. Yes. In the proposal we had submitted during negotiations, you mean?

Q. Yes.

A. That is true.

Q. And you made this change in your last proposal?

A. That is right.

Q. Was there any other change discussed at that meeting?

A. We told them we wanted to eliminate reproduction as we had previously told them on many occasions, and I think we told them we wanted a provision in the contract that there would be no strike and no lockout.

Q. Those two provisions had been in your previous proposal. Is that right?

A. That is right.

Q. Prior to the February 6th meeting, had there been any discussion between the company and Local 220 as to whether or not the conditions and practices that existed under the old contract, the contract that expired September 30, 1947, were to be continued? Had there been any discussions regarding that?

A. There were discussions on that subject.

Q. What turn had those discussions taken?

A. Well, at the end of our October meeting, when an agreement had been reached as to wages, we told the commitee that conditions as had been practiced would be continued until such time as we found it necessary to change them. We had not reached an agreement as to contract and we hoped that we would reach an agreement later.

Q. Did you at any time advise Local 220 that you would notify them when you were prepared to make any changes in your practices?

A. We did.

Q. Was there any discussion at the meeting of February 8, 1948 of any proposal to make any changes?

A. There were.

Q. Will you tell us about that, please?

A. We told the committee at that meeting that we had been negotiating for several months and that we were in this new proposal, were making a proposal that we felt and hoped they would accept, that if they could not accept that proposal, if we could not get together on some other agreement, and we had previously had a meeting, as I said, that beginning February 13th we would discontinue reproduction and we would have to institute a policy of hiring—

The Court: What?

The Witness: Hiring.

Q. (By Mr. Johns) Was there any further discussion as to the policy of hiring that you were going to institute at that meeting of February 6th?

A. Not in any great detail, no, sir.

Q. Now did you set forth your proposals that you were submitting to Local 220 in the form of a written document?

A. We did.

Q. Did you submit that to Local 220?

A. We did.

Q. Do you have that?

A. I have. (Producing the document).

(Petitioner's Exhibits 51-a, 51-b, 51-c, and 51-d were marked for identification.)

Q. Mr. Chapman, I will hand you two documents, one marked Petitioner's Exhibit 51-b and the other 51-c, and ask you what those two documents are.

A. The exhibit marked 51-b is a copy of a letter dated February 8, 1948, addressed to the Columbus Typographical Union No. 220, Columbus, Georgia, signed by the Ledger-Enquirer Company, A. H. Chapman, President.

Q. Now is that the letter Petitioner's Exhibit 50, the letter which accompanied the proposal that you submitted to Local 220 as a result of your February 6th meeting?

A. That is a copy of the letter.

Q. What is Petitioner's Exhibit 51-c? Is that a copy of the proposal which you submitted to Local 220 as a result of your meeting on February 6th?

A. This is a copy of the proposal submitted with the letter.

Q. Now, was the meeting that had been arranged for February 13 held on February 13?

A. It was not.

Q. Why?

A. We received a message from the union committee asking for the meeting to be postponed. An agreement was reached during those conversations for a meeting on February 17.

Q. Was the meeting held on February 17th?

A. It was.

Q. Was Mr. Carter present at that meeting?

A. Yes, he was there on February 17.

Q. Now, had any of the changes that you had referred to at the meeting of February 6th, had any of them been put into effect prior to the holding of the meeting on February 6th, had any of them been put into effect prior to the holding of the meeting on February 17th?

A. No, none of the changes had been put into effect. When we agreed to the 17th meeting, we had previously advised them that reproduction would be discontinued on the 13th, so we agreed that reproduction would not be discontinued until the 17th.

The Court: What do you mean by reproduction? What do you mean by that?

The Witness: Sir, that is, if I can explain it to you, the newspaper receives advertisements from certain advertisers in mat form. Those mats are used to publish the ads. They are used in the paper and the ads are published from that mat. Now this is not all mats, understand, your Honor,—it is certain mats and it is done by agreement. After that ad has been published in the paper, then it is sent into the composing room, the ad is, and is reset, all the type, borders, prices, what-not, is reset and proof made of it and correction made if any need be, and then that work is dumped into what we call the hell-boxes, old metal to be remelted.

That is as best I can explain to you what reproduction means.

Q. (By Mr. Johns) What occurred at the meeting of February 17th, 1948?

A. February 17, that was the meeting at which Mr.

Carter attended, and that was the first meeting, I believe, we held after the union meeting on the 8th. At that meeting they gave us the report that the union had rejected our proposal and they resubmitted their form P-6A.

Q. Was there any discussion as to Local 220's opposition to your proposal?

A. They just said it was rejected. They could not approve it. They did not go into any great detail, in fact, very little detail as to why.

Q. Was there any further discussion of P-6A?

A. Well, we had previously rejected their P-6A proposal and with considerable explanation of why, and we stated that we objected to it on the same grounds as previously given.

Q. Now at that meeting was anything further said?

A. At that meeting, when we felt that we were not going to get a contract from the union, at that time, February 1, we had been in negotiations since August 15th, for practically six months, and we felt that we would have to take some steps to protect ourselves against the possible violation of the Taft-Hartley law.

Mr. Van Arkel: If the Court please, may the language from "we felt" on be stricken?

The Court: Objection sustained.

Q. (By Mr. Johns) Mr. Chapman, tell us what was said at the meeting.

A. We told them at the meeting that we would have to institute policies of hiring that would protect us against a possible violation of the Taft-Hartley law.

Q. Was any statement made at that meeting by anyone concerning reports that had been received about men applying for work and not being hired?

A. Yes, Mr. Swinson mentioned at that meeting that he had been advised—

The Court: (Interposing) Who is Mr. Swinson?

The Witness: He is the attorney and a member of our committee.

A. (Continuing)—he had been asked by two committee members, two non-union men had applied for work in the composing room and the statement was made that the union handled it.

Q. Did Mr. Swinson state that at the meeting?

A. He did.

Q. Did he state or was it clear which committee he meant or which member of the committee he meant had reported this to him?

A. I don't recall that he stated what member of the scale committee told him, but he said a member of the committee, the union member of the committee.

Q. Had you before that meeting had it reported to you that any non-union person had applied for employment in the composing room?

A. Not received any such reports, no.

Q. Was any mention made at the February 17 meeting about your plans regarding the reproduction?

A. Yes, we told them and had previously told them that reproduction would be discontinued as of February 16, that would be the last paper, the 16th.

Q. Now, what next happened after the February 17th meeting?

A. I think the next meeting was on February 20.

Q. Before that meeting did anything occur?

A. Yes, on February 18 our attorney drew what we call a bulletin board notice that we proposed to post on the bulletin board in the composing room, setting forth the conditions under which employment would be obtained.

Q. Did that notice also refer to reproduction?

A. It did, reproduction would not be continued, would be discontinued.

Q. What was one of the changes that you proposed making in regard to employment in the composing room?

A. One of the changes was to make what was then our mechanical superintendent and who was then a member of the International Typographical Union and the Columbus union, make him a general foreman, with two assistant foremen, one in charge of the day side and one in charge of the night side, but both directly under Mr. Norman, who would be our general foreman in the composing room.

Q. What was the purpose of making that change?

A. The purpose was this: A mechanical superintendent under the practices in our shop during all these years cannot issue an order to any worker in the composing room except to his foreman. He can issue an order to his foreman, and we felt that by making him general fore-

man it would give him the authority that we wanted someone to have, so that we could hold him responsible for giving employment to anyone that might come in that wanted a job.

Q. Well, under the General Laws of the International Typographical Union, had a mechanical superintendent anything to say about applications?

A. None at all.

Q. Was that one of the things that you wanted to change so as to put the handling of applications in the hands of this general foreman?

A. That is true.

Q. Prior to February 6th I believe you said you had not proposed that your foreman he retained as union members, Is that right?

A. That is right, February 6th, February 8th proposal, which ever you would call it, proposed that we would hire union foremen.

Q. And you as of the date of February 18th, when you drew that notice, was that still your intention?

A. That is right.

Q. Did the fact that your foremen were going to remain union members have any effect on your decision to make this change so that you had one general foreman?

A. No, I think—you state that question again—I don't know that I got it all.

Q. Did the fact that you were proposing to retain members of the International Typographical Union as foremen have any effect on your decision to rearrange your supervision over the composing room?

A. No, that had no effect.

Q. Now, what was another provision or another change you were making in hiring?

A. One section of that notice required that anyone seeking employment in the composing room would be asked to fill out an application form and submit it to the foreman. This form would be in turn submitted to management by the foreman.

Q. What was the purpose of that provision?

A. It was to make sure that management did not commit an act that would be violative of the Taft-Hartley Law.

Q. How was that to be accomplished?

A. Well, previously, the only people that could obtain work in the composing room were union members, and we could make no distinction between union and non-union.

Q. Prior to this change how was employment in the composing room acquired at your plant?

A. As I understand it, anyone seeking employment in our composing room would contact an officer of the union —I don't know whether secretary or chapel chairman or who, but someone to identify him as being a member of the International Union and in good standing, and if work was available, he was then hired.

Q. How did he make the contact with your shop? Whom did he go to?

A. He went to the union officials.

Q. Did he go to the foreman?

A. Well, after he had qualified, yes.

Q. Then he would go to your foreman?

A. That is right.

Q. Apply for employment at your shop?

A. That is right.

Q. Did the foreman bring the application to you?

A. There were no applications submitted under that practice.

Q. Under the arrangement prior to this notice, if there was an opening available and an ITU man applied for the job, was it required that the foreman give him that work?

A. If the job was available, he was required to give it to him.

Q. Now, by the change that you were going to institute, were applications to be given to management whenever anyone applied for a job?

A. That is true.

Q. What protection would that give management?

A. Well, it would make it possible for management to make sure that a man was employed not on a basis of whether he was union or non-union, everyone would be given an equal opportunity for employment.

Q. On what basis?

A. Well, on the basis of their experience, whether they could fill the jobs that were open, and on the basis of the time the applications were submitted.

Q. Do you have a copy of that notice that you prepared?

A. Yes.

(Petitioner's Exhibit No. 52 was marked for identification.)

Q. I show you Petitioner's Exhibit No. 52 and ask you if that is a copy of the notice which you prepared on February 18 to make the changes in regard to reproduction and hiring which you just mentioned a minute ago.

A. This is a copy of the notice.

Q. Was the purpose of this new arrangement to take hiring of employees in the composing room out of the hands of foremen?

A. It was.

Q. After you prepared that notice, did you discuss it with anyone?

A. Yes, we did. We discussed it with Mr. Norman, who was the mechanical superintendent referred to, and who under that notice would become general foreman, and with Mr. Mahone, who was acting as foreman on the day side, and who would become the assistant foreman on the day side, and with Mr. Carlisle, who was the foreman on the night side and would become assistant foreman for the night side.

Q. By the way, pursuant to the change in job classifications of the foremen, did you make any changes in salary?

A. We did not.

Q. Was it on February 18, the same day that you prepared the notice, that you discussed it with the foremen?

A. Yes. We discussed it with the foremen on the afternoon of the 18th.

Q. When did you post the notice on the bulletin board?

A. On the afternoon of the 19th.

Q. About what time?

A. About two-thirty.

Q. Was a copy of the notice, Petitioner's Exhibit No. 52, given to Local No. 220 or Mr. Carter?

A. It was given to Mr. Carter.

Q. When?

A. On the morning of the 19th.

Q. Prior to its posting?

A. Yes, it was given in the morning, posted in the afternoon.

Q. Now what next happened after the posting of this notice, Petitioner's Exhibit 52, on your bulletin board?

A. What happened after the posting of the notice?

Q. Yes, what next happened? Was there a meeting scheduled for the 20th of February?

A. A meeting was held on the 20th of February, yes.

Q. What occurred at that meeting?

A. At that meeting Mr. Carter at the beginning of the meeting handed us a letter dated February 20, signed by the union committee members, requesting that then the meeting be adjourned to a neutral meeting place and add some other conditions which we would meet at the neutral meeting place.

Q. May I interrupt? Was one of those other conditions a condition that minutes be taken of the meeting?

A. That is true.

Q. By a reporter?

A. Be on-the-record meeting and minutes be made of the meeting.

Q. What happened after Mr. Carter handed you that letter?

A. Well, we discussed the inadvisability of the meeting in a neutral ground. We had an office there where we had been holding our previous meetings that were completely private, comfortable and what not—finally obtained their consent to continue to use that room as the meeting place, and arrangements were made to meet the other conditions in the letter, such as obtaining a competent reporter to take down the proceedings of the meeting.

Q. When was the meeting agreed to be held, on the next day, February 21st?

A. On the next day, February 21st.

Q. Was the meeting held?

A. It was held.

Q. Were minutes taken of the meeting?

A. Yes.

Q. I show you Petitioner's Exhibit 51-a and ask you if that is a copy of the minutes that were taken at that meeting, a document that consists of seven pages. Is that right?

A. I am sure this is it, yes, sir.

Q. Briefly, very briefly, what occurred at that meeting of February 21st?

A. Briefly, there was a recital by Mr. Carter of the ITU and by Mr. Swinson, our attorney, as to what had transpired in previous negotiations.

Q. Were certain exhibits attached to the minutes because they were referred to in the minutes? For example, was your letter of February 8th and your proposals transmitted to the union on that date attached to the minutes as an exhibit?

A. They were.

Q. Now also attached to the minutes is a document marked Petitioner's Exhibit 51-d, headed, "Union's Proposal Agreement and Scale of Wages by and between Ledger-Enquirer Company and Columbus Typographical Union No. 220."

What is that document?

A. That is an exhibit in connection with the minutes.

Q. Is that the P-6A that the union had submitted to you?

A. That is what we referred to as P-6A.

Q. I notice on that document, Petitioner's Exhibit 51-a, where in pencil, "second" is changed to "first," and "of" is changed to "to." Do you know anything about those two changes?

A. I think possibly those are some typographical errors and pencil notations are made of the corrections.

Q. After the meeting of September 21st, was there a subsequent meeting that afternoon at which the parties got together and agreed on the minutes?

A. You mean on February 21st?

Q. February 21st.

A. Yes, there was a meeting. As previously agreed, after the minutes were typed, each party was to be permitted to read them and make any corrections, inadvertent statements or errors, and this meeting was held, both parties checking the minutes and each being supplied with three copies.

Q. Did they agree to the minutes being accurate?

A. Yes, sir.

Q. Is Petitioner's Exhibit 51-a a copy of the minutes that the parties agreed was correct?

A. That is true, yes, sir.

Mr. Johns: I offer in evidence Petitioner's Exhibits 51-a, 51-b, 51-c, 51-d, and 52.

The Court: What is 52?

Mr. Johns: 52 is a notice that was posted on the bulletin board on February 19th.

The Court: Do you wish some time to examine those? If you wish to examine them more carefully, I will not rule on them now.

Mr. Van Arkel: If we could have some time for checking. Perhaps we can withdraw them this evening and compare them.

The Court: You want to examine on this?

Mr. Johns: Not on that particular matter, but I suggest the Court accept them subject to their being correct.

The Court: I shall admit them now with the understanding objection may be lodged after the admittance.

(Petitioner's Exhibits 51-a, 51-b, 51-c, 51-d and 52 were admitted in evidence.)

The Court: Is there something else?

Mr. Johns: Yes, your Honor.

Q. (By Mr. Johns) Did you hear from Mr. Carter again after your meeting of February 21st?

A. Yes, we heard from Mr. Carter on February 22nd.

Q. 1948?

A. 1948.

Q. Will you tell me about that, please?

A. It was about four o'clock in the afternoon and Mr. Carter called me and advised me that the Typographical Union had held a meeting that day and as best I can remember it, these are his words, his statement was later confirmed by a letter, and he stated that it would be confirmed by a letter. As I recall it, Mr. Carter stated that the union had passed a resolution at its meeting that afternoon declaring that the Ledger-Enquirer, by the posting of the notice referred to here had declared a lockout of their members, and he wanted to give us that information.

Q. Now, did you receive that letter that Mr. Carter referred to?

A. We did.

* * *

Q. (By Mr. Johns) Mr. Chapman, I will show you Petitioner's Exhibit 53-a and 53-b and ask you if that is

the letter which you received on February 22nd, 1948 from Local 220, which Mr. Carter referred to or said would be sent to you during his conversation with you on that date.

A. This is the letter.

Q. That letter is signed by Richard A. White, President of Local 220, is that right?

A. That is correct.

Mr. Johns: I offer in evidence Petitioner's Exhibit No. 53-a and 53-b.

The Court: Did he identify "b"?

Mr. Johns: "b" is the second page of the letter: it is a two-page letter.

Mr. Van Arkel: No objection.

The Court: Admitted.

(Petitioner's Exhibit No. 53-a and 53-b was admitted in evidence.)

• • •

Q. Mr. Chapman, I hand you a leaflet marked Petitioner's Exhibit 55 and ask you what that is.

A. This is a leaflet that Mr. Ashworth handed to me and made the statement that he understood that the Columbus Typographical Union No. 220 were distributing.

Mr. Van Arkel: I think that should go out, if the Court please. I think perhaps we can stipulate that this is an authentic document which was distributed by the union, but I think it in appropriate that it come in by way of something that one of Mr. Carter's employees told him.

• • •

(Petitioner's Exhibit No. 55 was admitted in evidence.)

Q. (By Mr. Johns) After the men failed to report to work at five-thirty on February 22, 1948, did you publish a paper the following day?

A. We did not.

Q. When did you next publish a paper?

A. On Thursday afternoon, the Columbus Ledger was the first publication we had since our previous Sunday edition.

Q. How many papers did you miss?

A. We missed Monday morning and afternoon, Tuesday morning and afternoon, Wednesday morning and afternoon, and Thursday morning.

Q. How is your paper being published?

A. It is published by the photoengraving process.

Q. In connection with your plant, with your paper, do you have a photoengraving plant there?

A. We do.

Q. Is your photoengraving plant adequate to take care of all of the photoengraving work done in connection with the publication of this paper since the strike?

A. It is inadequate and we are having to send quite a bit of engraving to Atlanta to have the engraving done there.

Q. How far is Atlanta from Columbus, Georgia?

A. One hundred ten miles.

Q. Are the closest photoengraving facilities at Atlanta?

A. That is true.

Q. Are you publishing a full paper?

A. We are not. Our facilities will not permit engraving sufficient to publish the normal size we would publish otherwise.

Q. About what size paper are you publishing as compared with what you published prior to the strike?

A. I would say that we are down about thirty per cent. We are publishing about seventy per cent normal.

Q. Could you increase that size of your paper by making greater use of the facilities at Atlanta?

A. I don't think we could.

Q. Why is that?

A. Well, the requirements in Atlanta are that they will furnish us cuts within forty-eight hours after we furnish them copy, but, of course, that would be entirely too slow for news copy and that is where we need additional engravings, for news copy.

Q. Since the strike on February 22, 1948, have you attempted to operate the composing room with substitute workers for members of Local 220?

A. We have not.

* * *

Cross Examination.

Questions By Mr. Van Arkel:

Q. Mr. Chapman, I believe you testified that a merger occurred between the Columbus Ledger and the Columbus Enquirer about 1930.

A. That is true.

Q. After that merger had taken place were both newspapers owned by one corporation?

A. That is true.

Q. Do you know whether or not there continued to be separate union chapels at each composing room?

A. That is true.

Q. And that continued up to this year. Is that correct?

A. That is true.

Q. How were your previous agreements, were they a single agreement with Local 220 for both newspapers?

A. That is correct.

Q. You at no time had separate agreements with each chapel. Is that correct?

A. No, sir.

Q. During this entire period, Mr. Chapman, was there any occasion on which the union said it would not meet with you?

A. No, sir.

Q. Did they ever indicate any reluctance to meet with you to discuss these matters?

A. They have not.

Q. I believe you testified here that you objected to the Form P-6A which was presented, Mr. Chapman. What was your principal objection to that form?

A. I don't know that I can recite them. If I could see a copy, I think I could tell you the sections.

Q. I show you Petitioner's Exhibit 51-d. Is that what you referred to as Form A?

Mr. Jones: Form A or P-6A?

Mr. Van Arkel: P-6A.

Q. (By Mr. Van Arkel) P-6A, that the union had had printed up in the form of an agreement, Mr. Chapman?

A. Yes, sir, that is true.

Q. Without going into detail, what was your principal objection to the form there presented?

A. Form of contract there presented — Section No. 1.

Q. What is that section concerned with?

A. "This agreement shall be effective from October 1st, 1947 and shall continue in effect unless and until terminated by either party by written notice of sixty days."

Q. Was that the principal objection you had to that?

A. No, that was one objection, and Section No. 5 —

Q. Which section is that?

A. That is the section that provides that the union will have no responsibility in the event — maybe I had better read the section. I think that better expresses it.

"The party of the first part recognizes that the party of the second part cannot compel members to work with non-union printers and apprentices and, therefore, agrees that any refusal by its workers to work with non-union employees shall not constitute a breach of this agreement."

You will have it in the exhibit.

Q. Anything further, Mr. Chapman?

A. There is a section with reference to reproduction we objected to and that is Section 25, I believe, and Section 28 we objected to.

Q. Which is that?

A. "Party of the first part agrees not to require its employees to perform composition or other work executed or to be further worked on wholly or in part by employees working under substandard conditions as defined by the party of the second part, etc."

Q. Further sections?

A. I think that is all.

Well, I will make this exception to that statement. I think the wage scale in here was considerably in excess of the wage scale, minimum journeyman wage scale was $2.25 per hour and $2.50 per hour night, which was not acceptable. Seven hour day was not acceptable.

Q. Now you testified here, Mr. Chapman, to an exchange of letters which you wrote the union on 10/30 stating what a new wage scale would be and that you received a reply from the union on October 31.

Was there some discussion of the reply which the union sent to your letter at the meeting held on October 30?

A. We were told we would receive a letter from the union stating their position, yes.

Q. Were you told that position would be stated substantially in the form it was in the union's letter of October 31?

A. As I recall it, yes.

Q. At any time in the course of the negotiations which you had, did the union request that you agree that apprentices should join the union?

A. I don't know that that request was made directly, unless it is in P-6A, and I did not check that angle of it a minute ago.

Q. At any rate, you don't recall any discussion at the meeting whereby the union asked that apprentices should join the union?

A. I don't recall.

Q. During the discussion which you had concerning Exhibit 51-d, did Mr. Carter mention that agreements in a substantially similar form had been reached at Montgomery and Columbia?

A. That is true. Oh, I believe it was at the February 20th meeting, one of the late meetings.

Q. Did Mr. Carter produce copies of the agreement which had been reached at Montgomery, Alabama?

A. He stated he had copies. He presented some very brief forms that referred to certain sections of it, I presume, of the existing contract or something, and I believe later that he furnished copies to our attorney.

Q. That is, ~~copies of~~ the full agreement?

A. As I understand it.

Q. Were any renewal agreements that had been reached since August 22nd?

A. With Montgomery and Columbia.

Q. Did he in the course of that conversation mention agreements had been reached at Spartanburg, South Carolina, and perhaps other places?

A. He probably did.

Q. Now, you were discussing, Mr. Chapman, this notice which was posted to be effective February 19, 1948. You testified, I believe, that you called Mr. Mahone in and had a conversation with him about the notice that was to be posted. Is that correct?

A. That is correct.

Q. What was that conversation?

A. Well, we gave a copy of the notice to Mr. Mahone. He was the then foreman of the day side, and told him why we were planning to put those regulations into effect and suggested that he might have some suggestions to make on them and see what he thought about it, explaining our idea of why we wanted them put into effect, our reason for putting them into effect.

Q. Did Mr. Mahone say what he thought the reaction of the employees would be to the posting of such a notice?

A. Yes, he thought that as soon as the notice was put on the board that usually negotiations and what not, most everybody would want to stop work and read them and see what they were.

Q. Did he state whether he thought that might result in a strike or lockout?

A. I don't recall.

Q. Did he state whether or not he thought the employees would be dissatisfied at the posting of such a notice?

A. He did not.

Q. Was that all of the conversation you had on that matter?

A. As far as I recall, that practically covers it.

Q. Now you testified that this arrangement which you entered into in the notice here was designed to give the superintendent greater authority over the composing room. Is that correct?

A. That is correct.

Q. Now, at the same time, however, you were changing his title to that of general foreman, were you not?

A. That is true.

Q. And you were taking away from him the power finally of determining who should be hired?

A. He was to submit the application to management, that is right.

Q. How about discharges? Were you also reducing his power with respect to discharges?

A. No, no mention was made of discharges.

Q. Prior to this time, Mr Chapman, had you had a slipboard?

A. I presume that is what you call where the men keep their slugs for priority and work shift?

Q. Could you describe briefly, Mr. Chapman, how a slipboard operates?

A. I am sure I could not.

Q. That is the property of the union, is it not; a slipboard?

A. I don't know that it is the property of the union no.

Q. Now, this notice which was to be effective February 19, I believe you testified you gave a copy to Mr. Carter. In making that available to Mr. Carter, did you explain that was only for his information?

A. The notice was given to him by our attorney. I did not give him the notice personally.

Q. Did you know that that was the fact, that it was given to Mr. Carter only for his information and not as a proposal?

A. I am not sure that I know how the transmission was made. I just know that Mr. Swinson gave him the notice.

Q. However, at that time you had decided that you would post the notice, had you not?

A. That is right.

Q. You were not at that point prepared to negotiate further with respect to its posting?

A. State your question again.

Q. I say at that time you were not prepared to negotiate further with respect to whether it should be posted or not?

A. Well, we did not consider that a matter that would contravene negotiation. We could still negotiate and post a notice, too.

Q. In any event, you were not prepared to negotiate with the union concerning whether or not that notice should be posted?

A. No posting was ever suggested on the bulletin board.

Q. Either by you or by the union?

A. No, sir.

I would like to amend that statement, if your Honor please, about negotiation of the notice. At a later time it was proposed that — well, the original letter I think that the union wrote us was that if we would take the notice down, they would return to work, and we suggested that we would discuss it and negotiate with them on the notice or anything else that they had that they wanted to negotiate. We did not agree to take the notice down, but we did agree to negotiate. That is after—

Q. (Interposing) I am speaking prior to when the notice was taken February 19.

A. That is right.

Q. Mr. Chapman, your purpose in posting this notice

was to avoid any practices on the part of your company which might be in violation of the Taft-Hartley law?

A. That is true.

Q. Was there any other purpose in posting it?

A. Well, we wanted to stop reproduction.

The Court: I did not hear that.

The Witness: Wanted to stop reproduction.

Q. (By Mr. Van Arkel) Any other purpose?

A. Our purpose would be covered in those two papers.

Q. Was it your impression that all of the things that were posted in this notice were required to be done by the Taft-Hartley law?

A. Yes.

Q. Including reproduction?

A. Well, there may be some grounds for not stating that reproduction would be required, but it certainly ought to be permitted.

Q. I am sorry, I don't understand what you mean, it "ought to be permitted."

A. Well, we take the position that reproduction, required reproduction, is a violation of the Taft-Hartley law.

Q. Now, turn to this notice: Mr. Chapman, were you aware that the — first let me ask you this: Under the reproduction rule which had been contained in your previous agreements with Local 220, it was required that the printers actually perform services, was it not?

Mr. Johns: Just a moment. I want to object. I want to inform the Court on this subject, that this is a subject we withdrew from our petition at the time we opened the hearing and said we were not going to litigate the matter. I don't think Mr. Van Arkel should be permitted to ask the question in view of the understanding we had at the beginning of the case.

The Court: How is this material under the issues now before the Court?

Mr. Van Arkel: Well, the witness has said, your Honor, and it seems to me it is a crucial point in this whole series of negotiations we have been talking about, that this notice, or rather, the provisions of this notice, were required to be posted by the Taft-Hartley law and thereby tends to throw on the union the onus of striking or declaring a lockout because

of action taken by the management pursuant to law. We say that emphatically these matters which were included in this notice were not required by the Taft-Hartley law and this was a provocation of the union amounting to a lockout.

If Mr. Johns will stipulate with me that the requirement, previously existing requirement, concerning reproduction was legal, we can avoid any problem under the matter, but I don't see how I can escape the issue entirely.

Mr. Johns: Mr. Van Arkel realizes, of course, I won't make such a stipulation, but I think it was eliminated. That is going to be tried before the Board in the big hearing. It is not one of the issues here.

The Court: May it not become material insofar as this particular situation is concerned?

Mr. Johns: It may within a limited nature, but certainly extended —

The Court: (Interposing) I will overrule the objection.

(The Reporter read the previous question.)

Mr. Johns: I think that calls for a conclusion. I object to the question on that ground, as to whether the printers would perform services, both services. I think it is a mere conclusion of the meaning of that word in connection with this entire subject-matter.

The Court: Objection overruled. You may answer.

The Witness: Read it again.

(The Reporter again repeated the previous question.)

A. The contract provided for this work to be done prior to October 30 and we were not under contract at that time.

Q. (By Mr. Van Arkel) I understand, but up to February 19 you had continued the practice of reproduction, had you not, Mr. Chapman?

A. Up to February 17, which I think was the date we told them we would discontinue.

Q. Now under that practice the printers did perform services, did they not, they actually reset type?

A. They actually reset type. I don't know that I would describe that as a service. It was of no service to us.

Q. Now, had that been a subject of negotiations in your previous agreements?

A. Yes.

Q. And in working out the reproduction clause, was that part of the entire agreement which was reached in the process of collective bargaining?

A. That was like a lot of the clauses in our contract, we were told there it was and we could never get an agreement to get it out of the contract. They did make some amendments to eliminate certain company ads that might fall in the classification of the subject of reproduction.

Q. And that had been a subject of negotiation between you over previous years, had it not?

A. Yes, sir.

Q. Had you considered that the efforts of the union to obtain those reproduction clauses in previous agreements had been in the nature of an extortion?

Mr. Johns: I object on the ground it calls for a legal conclusion.

The Court: I will sustain it.

Q. (By Mr. Van Arkel) Had the union used any improper methods in its prior negotiations to get you to agree to a reproduction clause?

Mr. Johns: I object on the ground it is immaterial.

The Court: Aren't you going into negotiations of other contracts previous to the time, that is, the critical time in question?

Mr. Van Arkel: I understand I am, your Honor, but the question whether or not this is illegal under the Taft-Hartley Act turns on the question whether or not it was, as Senator Taft put it, in the nature of an extortion, an exaction.

Mr. Johns: Exaction?

Mr. Van Arkel: Senator Taft put it "extortion," the Act puts if "exaction." It comes to the question whether this demand of the union was in the nature of an exaction and that is where the question turns, which methods were used in arriving at the clause.

Mr. Johns: If your Honor please, I should like to make this statement on this line of questioning. The question is directed to the statement that the witness believes that is one of the things outlined by the

amendments to the National Labor Relations Act. These questions Mr. Van Arkel is directing to the witness are argumentative with the witness's opinion.

Now, I have said that we are not going to litigate the legality of that practice before the Court in this proceeding, so I think that the entire line of questioning of Mr. Van Arkel on this point is improper.

The Court: Well, I am leaving it in, not on the question of an issue that is no longer before the Court, but only as it relates to the circumstances which led up to the happening on February 19.

Mr. Van Arkel: Perhaps, your Honor, we could dispose of the whole matter in this fashion. I would be perfectly willing to reach a stipulation with Mr. Johns, if he is willing to do it, that the Columbus Local 220 and its members in good faith believed that the reproduction practice was perfectly legal under the Taft-Hartley Act, the issue here being not the good faith of Mr. Chapman in wanting it out, but of the union in wanting to retain it.

Mr. Johns: I would agree to stipulate if the stipulation were amended, and the union did not make an issue of the elimination of reproduction in arriving at the decision to strike.

Mr. Van Arkel: Obviously, I cannot accept that stipulation, your Honor. We insist, your Honor, it was one of the principal reasons why the union considered itself locked out.

* * *

* * * Q. (By Mr. Van Arkel) Now, had your practice prior to the notice of February 19, 1948, Mr. Chapman, been that an employee who was discharged on the Enquirer might be reemployed on the Ledger?

A. That had been the practice.

Q. And conversely, if any employee who had been working on the Ledger were discharged, he might be reemployed on the Enquirer. Is that correct?

A. That has been the practice and we have been trying for sometime to get the union to agree that that practice would be eliminated.

Q. And the union had been unwilling to elminate that practice?

A. Yes.

Q. Now, when you say here "who is discharged," I take it you meant discharged because of reductions of staff caused by slack work. Is that correct?

A. Well, will you read the sentence in which the wording is used?

The Court: I don't hear you.

Q. (By Mr. Van Arkel) I am reading from Paragraph 4:

"A composing room employee working on the Enquirer, who is discharged, shall not be reemployed on the Ledger;"

Did the word "discharged" as used there refer to discharged because of reduction in force?

A. No, it meant for any reason of discharge. We have not been reducing the force. We haven't got enough.

Q. Would it include discharges because of reduction in force?

A. When a man is taken off employment for a reduction of the force, we don't call that a discharge. We just reduce the force. Of course, it amounts a discharge to the man, I realize that, but at the time that was drawn we did not have in mind the condition that you speak of.

Q. What condition did you have in mind?

A. That the man was discharged for infraction of some rules or incompetence or some reason.

Q. And your objective, then, had been that such a man might not, let us say, leave the composing room on the Ledger and go over and be hired at the Enquirer. Is that correct?

A. That is right. Remember that it is the same composing room, it is the same shop, same company.

Q. You did make a distinction between the two composing rooms, did you not?

A. Well, only one works in the day and one works at night. That is the only distinction.

Q. Now, was there anything in the Taft-Hartley Act which in your judgment required you to change the practice which had previously existed?

A. What we wanted to determine there was whether or not the man was an employee or not an employee.

Q. Was there something in the Taft-Hartley Act which in your judgment required you to change the previously existing practice?

A. I think the Taft-Hartley Act certainly provides

for an employer to know who the employee is, whether or not he is an employee.

Q. Assume that is true, but was there some particular clause in the Taft-Hartley Act which you thought made it obligatory on you?

A. No, I could not recite that. The attorney drew this notice. You would have to question him about the legal angles.

Q. However, this was a practice which for many years you had been attempting to change. Is that right?

A. That is correct.

Q. This change was not made at that time because of the Taft-Hartley Act, but because it was a condition which you had been trying to change for some years?

A. We felt we were entitled to make the change and that it would be better discipline to make the change and so explained to the committee.

Q. But that had nothing to do with the Taft-Hartley Act?

A. That is a question that I can't answer.

The Court: I think he has answered.

Q. With respect to paragraph 5, Mr. Chapman, which says, "Any employee who cashes in, or absents himself from work, without obtaining permission for the absence from the General Foreman or the Assistant Foreman under whom he works will be regarded as having terminated his employment, and, in order to obtain reemployment, must file an application for work."

Had it been your previous practice that men had been allowed to lay off when they wanted and get a competent substitute to replace them?

A. I think so. The union handled that angle of it.

Q. It wasn't necessary under prior practice for him to obtain permission from his foreman?

A. I don't recall what the provisions are. There are some provisions in our old contract about obtaining substitutes, that you could not get out without it unless for some emergency. I would have to see the old contract to be able to answer.

Q. What was it in the Taft-Hartley law which made you feel that you were required to change that practice?

A. That again is a legal practice; as I stated a moment ago, it was merely to determine whether a man was or was not an employee. A man could go away previous-

ly and come back and he was treated as an employee. We did not know whether he was an employee or not, and we wanted to know from that what we considered him.

Q. Was that something you had been trying to change for some period of time?

A. That Section 5 with reference to cashing in?

Q. Yes.

A. Yes, it was an annoyance in many other ways than that, that a man could work a day or two and demand his money and go off and frolic a day or two and come back, and his employment was not regular and he was not worth as much to us as an employee who would be there day in and day out when we needed him.

Q. So this was something you were attempting to change before the Taft-Hartley law was passed?

A. I don't know that we discussed that with the committee. Our foremen have discussed it with us. I don't recall that we discussed that particular thing in our negotiations.

Q. But in any event, that had been prior to the passage of the Taft-Hartley Act?

A. What had been prior?

Q. These discussions about that change.

A. No, I think it was after.

Q. Didn't you just say that this had been a matter of some grievance with you for some period of time?

A. I said the foremen had discussed it with us on several occasions suggesting something should be done about it.

Q. Over how long a period of time?

A. I said the foremen — I meant the mechanical superintendent.

I would say two or three months. I don't recall exactly.

Q. Hadn't that subject come up over a period of a year or two?

A. No. No, I don't think it had.

Q. Are there any other daily newspapers in Columbus, Georgia?

A. No other dailies.

Q. So if a man were laid off on the Enquirer, his only other possibility of obtaining employment would be on the Ledger?

A. Not necessarily. There are other printshops there. There are no other daily newspapers.

Q. No other daily newspapers, however?
A. No.
Q. Now, this matter, I think it is clear from your testimony, was taken by you unilaterally, wasn't it, Mr. Chapman?
A. It was not a subject of negotiations. We discussed it with our foremen and to that extent you might term it unilateral.
Q. Well, in fact, it was unilateral, was it not?
A. The union was not asked for their consent to put it out, if that is what you want to bring out.
Q. No, at the close of the meeting of February 21st, Mr. Chapman, did Mr. Carter say in order that there may be no possibility of a misunderstanding, the union again proposes that the company withdraw its bulletin board notice dated February 19, 1948 and that we continue negotiations with the understanding that the status quo conditions shall be maintained except where such conditions conflict with state or federal laws?
A. Are you reading from the minutes of the meeting of the 21st?
Q. Yes. Would it refresh your recollection to examine it? (Handing the document to witness)

* * *

A. That is true.

* * *

* * * F. T. CARTER, a witness called on behalf of the Respondents, being first duly sworn, testified as follows:

Direct Examination.

Questions By Mr. Van Arkel:
Q. Could we have your full name?
A. F. T. Carter.
Q. What is your address?
A. 1606 West Sixty-third, Chattanooga, Tennessee.
Q. What is your present employment?
A. I am employed as representative of the International Typographical Union.
Q. For how long have you held that position?
A. Since August, 1944.
Q. Prior to that time were you connected with the Typographical union? Were you a member?

A. I have been a member of the Typographical Union forty years.

Q. Now, are you the Mr. Carter who was referred to in Mr. Chapman's testimony?

A. Yes.

Q. There was some discussion here, Mr. Carter, of a submission by you about February 17 of Petitioner's Exhibit 51-d, being the P-6A form. In that connection Mr. Chapman stated that you had referred to some agreements which had been reached at Columbia, South Carolina, and Montgomery, Alabama. I will show you two copies, each headed, "Renewal Agreement," and will ask whether or not those were agreements reached between the newspapers of Montgomery, Alabama, and Columbia, South Carolina, and local unions of the International Typographical Union.

A. These are copies of the agreement reached between Columbia Typographical Union No. 34 and The State Company and The Record Publishing Company, at Columbia, South Carolnia, and it is headed "Renewal Agreement." This is a copy of a renewal agreement between the Advertiser Company and Montgomery Typographical Union No. 222, and that is at Montgomery, Alabama.

Q. What are the dates of those renewal agreements, Mr. Carter?

A. I will have to refer to notes because I travel all over and I can't remember dates without putting down notes.

Q. Will that help you refresh your recollection?

A. I checked complete copy of these agreements at headquarters this morning. The Columbia agreement was signed January 12, 1948 by J. N. Blalock, President of The State Company and The Record Publishing Company, and by Claude N. Hornsby, President, and J. P. Sowers, Secretary, of Columbia Typographical Union No. 34.

Q. And the other agreement?

A. The Montgomery agreement was signed on February 2nd, 1948, by R. F. Hudson, President of the Advertiser Company, and by B. H. Weeks, President, and M. T. Tew, Secretary, of Montgomery Typographical Union.

(Respondents' Exhibits Nos. 1 and 2 were marked for identification)

Mr. Van Arkel: I offer Respondents' Exhibits Nos. 1 and 2 in evidence, if the Court please.

Mr. Johns: No objection.

The Court: Admitted.

(Respondents' Exhibits Nos. 1 and 2 were admitted in evidence.)

Q. Mr. Carter, what is your territory, so to speak, as a representative of the International Typographical Union?

A. It is, roughly, the same as that covered by the Southern Newspaper Publishers Association, of fourteen southern states, with an occasional assignment outside that.

Q. Now, to your knowledge have other written agreements between local unions of the Typographical Union and publishers of newspapers in that area been reached since August 22, 1947?

A. To my personal knowledge there has been an agreement reached, a signed bilateral agreement, between the commercial employers and the union at San Antonio, Texas, and there has been an agreement similar to the Montgomery and Columbia Typographical agreements reached at Spartanburg, South Carolina.

Q. With a newspaper publisher?

A. With a newspaper publisher there, although I was not in Spartanburg.

Q. Were those agreements submitted to the officers of the International Typographical Union before they were entered into between the local union and the employer?

A. The Columbia and Montgomery agreements were submitted. I don't know of my own knowledge about the other two.

Q. Were they approved by the Executive Council?

A. The local unions were told that there was no objection on the part of the International Union.

Q. Now, in the course of the negotiations, or that you may have been present at, Mr. Carter, since August, 1947, have you had occasion to discuss with employers the way in which the sixty-day cancellation clause in the proposed agreements would operate?

A. Yes.

Q. Could you tell us what that discussion has been?

A. The discussion has usually been very brief, for

the reason that all employers would take one look at it and reject it.

Q. Where you have further discussion, what was that discussion?

A. The discussion would usually lead to an assertion on the part of the employer or the employer's representative that the P-6A form was illegal.

Q. And what reason would be assigned?

A. When pressed for a specific reason, I failed to be, ever to be able to tie them down to any specific reason why it was illegal.

Q. Have you had occasion with employers to discuss the sixty-day cancellation clause?

A. Yes.

Q. What discussion has there been about that?

A. Well, the employer usually took the position, or always took the position, that that did not afford the stability that he desired, and our position would be that we felt that is was necessary to protect vital rights and privileges of our members in view of new legislation.

Q. Did you spell that out any further, Mr. Carter, in these discussions?

A. No, it was not. Generally the question would rest there, and the employer would agree either to something else or, as in the case that I have submitted, we reached an agreement on the basis of renewing the contracts for one year with a cancellation clause, sixty-day cancellation clause.

Q. Did those employers take the position that the agreements which they were signing, which have been introduced, were illegal agreements?

A. No, they signed them.

Q. Now, with respect to the situation at Columbus, Georgia, Mr. Carter, did you have occasion to discuss with the members or representatives of Local 220 the notice which was posted, effective February 19, 1948?

A. Yes.

Q. Were objections voiced either by you or by members of the union to that notice?

A. Yes.

Q. Will you state what those objections were?

A. The principal objection was the change in the long standing practice with regard to the hiring being done through the foreman of the composing room, and through

the change that would be made by making a one-unit operation in a plant that had operated as two chapels since the Ledger acquired the Enquirer, back I am told, in about 1930. I think that was about the date.

Q. Were there other objections voiced to the notice?

A. Yes, the objection would be that under the notice as posted, a composing room employee who was discharged at the order either by the foreman or at the order of the company, could not hope for any reinstatement except with approval of top management.

Q. Anything further, Mr. Carter? Any further objections to the notice on the part of the union?

A. Yes, the union objected to paragraph 3 requiring that people sign written applications before they could go to work and that those applications would have to await the approval of top management before they could be employed.

Q. Was anything said about the reproduction clause?

A. At the meeting of the union, the discussion was almost wholly on Sections 3, 4 and 5.

Q. Was anything said with respect to the legality of the reproduction clause?

A. You are talking now at the union meeting?

Q. Well, either at the union meeting or in discussions.

A. In discussions at various times with the employers, the representative of the employer who spoke for them, who did about all the talking for them while I was there, contended that reproduction was illegal under the Taft-Hartley law. Of course, that was his contention and expressed as his opinion.

Q. Did you state what the union's position was?

A. Yes.

Q. What did you state that to be?

A. I stated that the union took the position that reproduction did not violate the Taft-Hartley law.

Q. Was that question ever resolved? Did you ever reach an agreement on it or did you ever reconcile your position or did you remain at odds on that?

A. No.

Q. Was there any discussion of the effect of this posted notice on the priority rights of employees?

A. Yes, this would have put an employee discharged previously — if an employee had been discharged, he had certain rights of appeal, and if he were reinstated, his priority would not have been affected.

Q. What is the meaning of the word "priority" in the printing industry?

A. Priority is the term used in the printing industry for seniority.

Q. Excuse me, I interrupted your answer. Go ahead.

A. Prior to the posting of this notice, an employee who had been discharged would have had the right of appeal, appeal procedure had been laid down under previous contracts, and had been followed so far as I know subsequent to the expiration of the contract that existed up to last September 30, and anyone who had been discharged would have been — if he had been reinstated, would have retained his priority. Under this, any employee who had been discharged would simply have to be reemployed and only on approval of the top management.

Q. In your discussions with respect to the Columbia, South Carolina, and Montgomery, Alabama, agreements, Mr. Carter, did you make it clear to Mr. Chapman that you were willing to enter into a similar agreement with them or that the local union might be?

A. I gave Mr. Swinson, who was the attorney, and bargaining agent for the company, a copy of the Columbia agreement and a copy of the Montgomery agreement, together with copies of the contract which had been renewed, so that it would be clear to him just what had been done, and he took those for study, later returning to me my copies of the old agreements there, but I think he kept the copies of the renewal agreement and he kept those over night, as I recall it.

Q. Did you make it clear to him that that was the type of agreement which the local union was prepared to enter into?

A. I made it clear to him that that type of agreement would have my recommendation to the local union.

Q. Were you present at the union meeting of February 22nd, Mr. Carter?

A. Yes.

Q. Will you tell us what happened at that union meeting?

Mr. Johns: I object, your Honor, on the ground that it is repetition.

Mr. Van Arkel: Let me then ask this question:

Q. (By Mr. Van Arkel) Was a vote taken by the membership on the issue of declaring the posting of this notice to be lock-out?

A. Yes.

Q. What was that vote?
A. Thirty-five to nothing.
Q. In favor of declaring it?
A. That is right.
Q. In connection with your discussions of the priority question, Mr. Carter, did it appear by the notice which removed the right of those members which procured that, this would also result in the destruction of a man's priority?
A. Yes, under this notice our members would have been deprived of the right to employ substitutes except on permission of the foreman. That is a right that has existed since I have been a member of the union, that if we furnished a competent substitute to perform our work, we did not need to ask anyone as to whether we would be off.
Q. Was it clear from this notice that if that were done without permission, that a person would lose his priority standing in the office?
A. It seems clear to me.
Mr. Van Arkel: I think I have nothing further.

Cross Examination.

Questions By Mr. Johns:
Q. Mr. Carter, did the right to supply substitutes also imply that the substitute would be an International Typographical Union member? Is that right?
A. That was certainly true prior to last August.
Q. And that right existed when the shop was run pursuant to the General Laws of the International Typographical Union. Is that right?
A. Yes.
Q. That General Law included a closed shop, did it not?
A. Yes.
Q. Now, I would like you to point out to me in that notice, Petitioner's Exhibit No. 52, just where the priority right of an employee who was discharged and who was subsequently reinstated was taken away.
A. The right, as I see it, in this is taken away unless the management sees fit to reinstate him.
Q. Now, is there any question raised in that notice about reinstatement of that man discharged from the Ledger to his job on that Ledger?

A. The notice leaves no way for reinstatement except reemployment.

Q. What paragraph are you reading from, Mr. Carter? Is that paragraph 4?

A. I am reading as a whole, 3, 4 and 5.

Q. Paragraph 3 provides that

A. That is for new employment.

Q. That employment shall be through application?

A. That is right.

Q. Paragraph 4 provides that an employee discharged on the Ledger shall not be hired on the Enquirer without approval of management. Is that right?

A. That is right.

Q. It does not say anything about the employee being discharged from a job on the Ledger being reinstated to his job on the Ledger, does it? Does it, Mr. Carter?

A. No, it just — as I understand the notice, if he is discharged, he gets reemployed by filing a new application.

Q. Now, Mr. Carter, it had been customary at the Ledger-Enquirer Company to maintain separate priority boards for the Ledger and the Enquirer, had it not?

A. They maintained separate priorities. I never saw the boards in the shop. I don't know whether they were on boards or whether they were on sheets.

Q. But the employees of the Enquirer had a separate priority list from the employers of the Ledger, did they not?

A. Yes, as I understand it.

Q. There is nothing in that notice that disturbed that arrangement, is there?

A. You can't get me to agree to that statement.

Q. Is there any — point it out.

A. I can only see he could get back on either of the papers with the approval of the management.

The Court: Once he did get on, was his seniority taken away by that?

The Witness: Under this, we could only presume where they were going with this unilateral posting of the notices, we could not know, but under our laws heretofore, if he was discharged and the discharge stuck, that is, if he did not gain reinstatement and then he were allowed to return, he would return as a new employee, but if he were reinstated, he would retain his priority.

The Court: Proceed.

Q. (By Mr. Johns) You mean that under the prior practice, if he worked on the Ledger and was discharged from the Ledger, then after being discharged from the Ledger was reinstated or the Ledger, his priority rights on the Ledger were restored to him. Isn't that right?

A. If he were reinstated, yes. If — that is, if he won his case and was reinstated through the usual procedure. If he were merely reinstated through the option of the office of the foreman, he would not retain his priority.

Q. Now let's take the situation under the old practice where a man was discharged from the Ledger and he went to work on the Enquirer. He started as a new employee even under the old practice, didn't he?

A. That is right.

Q. What kind of bilaterial contract was that signed at San Antonio, Mr. Carter?

A. I would have to get a copy of it. I could get it out at headquarters. I have seen that copy but I was not in on the negotiations.

Q. Do you know whether it was any different from the P-6A?

A. Yes, it was a renewal somewhat similar to the Columbia and Montgomery. That was in San Antonio with the commercial printers, not the newspapers.

Q. Now, were either the contracts or renewals, whatever you call them, at Montgomery or at Columbia, underwritten by the International?

A. They were not.

Q. In the past was it customary for the International to underwrite contracts?

A. In the past the International would underwrite contracts if they were in conformity with our laws.

Q. Now, the International did not underwrite the two contracts at Montgomery and Columbia. Is that right?

A. No.

Q. You testified on direct you did not know what was done in connection with Spartanburg or San Antonio contracts. Is that right?

A. I said on direct, if I remember correctly, I said that I had seen a copy of the completed document in the San Antonio case. I only know that I have heard a report that the similar type of settlement was made in Spartanburg. I could not swear to that.

Q. I think you did state on direct you did not know whether those two contracts, Spartanburg and San Antonio, were sent to the International.

A. The San Antonio contract, there is a copy of it at headquarters now.

Q. Was that underwritten by the International—the San Antonio contract?

A. I don't think so.

Mr. Johns: That is all.

Redirect Examination.

Questions By Mr. Van Arkel:

• • •

Q. (By Mr. Van Arkel) Mr. Carter, in addition to the agreements which have been put in evidence here, have other wage settlements been reached with the newspaper publishers in your area?

A. Oh, any number of agreements have been reached on wages and continuing negotiations. In some places publishers have indicated that possibly there would be no resistance if Conditions of Employment were used.

Q. About how many of those adjustments have been made all together, Mr. Carter?

A. I could not estimate the number. So far as I know, practically all the contracts which have expired since August 22 up to the present time have been concluded in one way or another, with one or two exceptions that I have assignments to now.

• • •

Q. Well, in how many situations is the wage situation open, Mr. Carter? In how many places are negotiations now going on with respect to wages?

A. In my territory?

Q. Yes.

A. There is only — oh, there are any number of them that are continuing to negotiate, but there have been increases in all the places to which I have assignments, in newspaper contracts, except I think Little Rock is still open.

Q. Now, in any case where wage adjustments were agreed upon, have there been any reopenings by the union?

A. No.

• • •

* * * Q. Are there other daily newspapers in Columbus?

A. No

Q. Did that make this matter of importance to the men in the composing rooms of the two papers?

* * *

* * * A. The lack of other employment opportunities in Columbus at the printing trade caused the union to be more insistent on retaining two chapels at the Ledger-Enquirer. There are only possibly half a dozen or a dozen jobs outside of the office of the Ledger-Enquirer in the town.

* * *

* * * Questions By The Court:

Q. Mr. Carter, you said that, in speaking of this Form P-6A, — you said substantially this, as I understood you: "We wanted a sixty-day clause to protect vital rights in view of the new legislation."

By that did you mean that you wanted the sixty-day clause in this contract so that if the employer did not observe the closed shop condition, that the contract would be canceled by the union?

A. No, I did not mean that.

Q. What did you mean?

A. I mean that there are many things that the employers are currently claiming that the new legislation gives them, that we are in argument about, or in dispute about, and that if an employer wanted to do, for instance, what these employers did here, if I can cite you an example, we wanted to be in position to get our men out of the shops without having violated any law or contract.

Q. Suppose the employer insisted upon following the provisions of the law with respect to elimination of closed shop conditions. Would that, then, his insistence, be a ground for cancellation of Form P-6A if it were agreed to?

A. Not necessarily.

Q. Would it?

A. It could in certain circumstances. If we believed, if we had reason to believe that an employer was wanting to just gradually weed out his union people and replace them beyond the requirements of the law, we wanted to be in position to remove ourselves from that plan.

Q. In effect, you by this form and by the sixty-day clause, were insisting that he continue the closed shop conditions. Isn't that it?

A. I don't agree. I don't see it that way.

Q. Why weren't you willing, then, to enter into a contract which eliminated the closed shop conditions?

A. There were many things in their contract proposal other than the question of the closed shop which the union did not want.

Q. Were you as a representative of the International Typographical Union willing to recommend a contract which eliminated the closed shop conditions?

A. I contend that as a representative of the International Typographical Union the P-6A does not require the closed shop.

Q. Answer the question.

A. Let me hear it.

(The Reporter read the previous question.)

A. Not for a period longer than the minimum requirements of the law.

Q. How much is that?

A. Sixty days.

Q. Is that the length of time, as you understand the law, that requires the elimination of closed shop agreements? You say sixty days. What do you mean by that?

A. I mean that under the provisions of the Taft-Hartley law, to change any contract requires a sixty-day notice.

Q. Where you said that "we wanted the sixty-day clause to protect vital rights," what vital rights did you want to protect? Do you contend that you still have a right for closed shop agreements?

A. No, I do not.

Q. What rights did you have in mind?

A. We have priority rights, we have rights of various sorts in the way of discharge cases and the handling of discharge cases.

Q. Well, if those provisions were in the satisfactory contract, satisfactory to you, would the fact that there was an elimination or a provision in there which provided that the employer was not required to observe closed shop conditions — would you recommend such a contract for approval by the International Typographical Union?

A. If the contract were otherwise satisfactory.

Q. What do you mean by "otherwise satisfactory"?

I say if the other conditions you named, priority, etc., would the conditions having to do with the elimination of closed shop conditions would that in and of itself have any effect on your recommendations for approval?

A. I would not recommend for approval a contract that contained a provision that we would be responsible for making our individual members work under conditions that were unsatisfactory to them.

Q. That does not answer my question.

A. Read it.

(The Reporter read the previous question.)

A. No, we have not asked for a closed shop contract since the effective date of the Taft-Hartley Act and I have not recommended to any union that they ask for it.

The Court: I shall permit questions by either counsel.

Questions By Mr. Van Arkel:

Q. Mr. Carter, suppose the circumstances were such that an employer because of the requirements of the Taft-Hartley Act was required to hire a non-union man in following a non-discriminatory policy of hiring, what in your judgment would be the union's action under those circumstances with respect to the sixty-day cancellation clause?

A. Why, they should not cancel it if he has a man whom he hires, as a result of the provisions of the law, and he cannot help it, but if he is making a determined effort to gradually make his shop non-union, then we wanted the privilege of getting out of it in time.

Q. Let me ask, Mr. Carter, would it be fair to say that in your judgment the sixty-day cancellation clause was to be exercised where it was indicated that the employer was out to destroy the union?

A. That is what I think we want with it.

Q. And per contra, suppose the employer were acting in good faith in an effort to comply with the law, what would be your recommendation with respect to the union's handling of a situation such as that?

A. I could not recommend that they take any action other than go ahead and work.

* * *

* * * The Court: I have one more question. You spoke about strikes and threat of strikes only with respect to wages. As I understood you, that had

only to do with questions of disputes over wages. In these situations where you say the Conditions of Employment now obtain and there is no contract between the employer and the union, if the employer would insist upon hiring non-union help, what would be the situation with reference to strikes in those instances and in those places?

The Witness: There could be no strike over that question.

The Court: Why is the Condition of Employment, then, why did you insist upon Conditions of Employment rather than a contract, if there could be no strike over that condition or over that situation?

The Witness: If the members, under the Conditions of Employment, the right is reserved to the members, to the individual members to leave the place, but there could be no authorized strike or lockout.

The Court: But when you set up these Conditions of Employment you are acting as a union, aren't you? You are acting as a body?

The Witness: The local union adopts them, yes.

The Court: But you say on the question of strikes, that would be a matter of individual responsibility or initiative?

The Witness: If there were any.

The Court: I don't quite get you, Mr. Carter. If the Conditions of Employment do not permit the union to take the position that hiring of non-union help, or rather, if the Conditions of Employment where they obtain, permit the union to strike, isn't that collective responsibility on the part of the union?

The Witness: But the Conditions of Employment do not permit the union to strike over that question.

The Court: Why are you insisting on the Conditions of Employment, then, rather than the contract?

The Witness: We are not particularly insisting; we are agreeable to several types of settlements.

The Court: But none in which a contract provides for the elimination of closed shop. Is that right or not?

The Witness: Yes, the renewal agreements at Montgomery and Columbia provide for it.

The Court: Those have not been approved by the International Typographical Union, have they?

The Witness: No, they have not.

The Court: Do you know the reason?

The Witness: No, I don't know.

• • •

Questions by Mr. Van Arkel:

Q. Mr. Carter, as a member of the Typographical Union for some forty years, I believe you testified, is there a strong tradition among the members of the Typographical Union against working with non-union men?

A. Yes.

Q. In your judgment, could the International Typographical Union as a union compel its members to work with non-union men as individuals?

A. No.

Q. Now, in any of the negotiations in which you have participated, Mr. Carter, has any employer requested a clause in an agreement by which the union would agree to compel its members to work with non-union men?

A. No.

Q. Or to persuade or use its influence to get its members to work with non-union men?

A. I don't recall any specific discussions on that, although the proposal of the Columbus publishers entered here as an exhibit, has a provision along that line.

Q. But I take it from your testimony that you eliminated from the clauses of the agreements which you had previously negotiated, any provisions requiring the employer to hire only union members, did you not?

A. Yes.

Q. And you have presented no such clauses since August 22, 1947?

A. That is right.

• • •

• • • Q. Were the Columbia and Montgomery agreements presented in that fashion to the International Typographical Union before being submitted to the employers?

A. No, these particular agreements came more or less as proposals from the employers and were submitted to the International Union for inspection.

Q. I see, and were they approved by the International Union as being in conformity with International Union law?

A. Yes.

Mr. Van Arkel: I think that is all.

Questions by Mr. Johns:

Q. Mr. Carter, didn't you tell me a short while ago that those agreements, Montgomery and Columbia agreements, that the renewals had not been underwritten by the ITU because they were not in conformity with the policy? Didn't you tell me that?

A. I told you they had not been signed by the ITU and the usual approval clause had not been attached, but the International Union informed me that they could approve them as to form.

Q. But didn't the ITU tell you that they were not going to underwrite the renewals because they did not comply with the policy of the International Union?

A. They did not tell me that.

Q. Didn't they give you that understanding?

A. No, I don't think they did.

Q. Did they tell you, did anyone at ITU headquarters tell you that those renewal agreements for Columbia and Montgomery did comply with the policy of the International?

A. That is right.

Q. Who?

A. The President of the International.

Q. When?

A. I would have to check for the dates. I don't know. I would have to check the dates that I was in those towns and see.

Q. Was it in writing

A. No, it was in a — I sent them in and talked to him over the telephone.

Q. Just a telephone conversation with Mrs. Randolph?

A. Yes.

Q. And he told you that the renewals of the Montgomery and Columbia contracts, the renawal agreements, conformed with the ITU policy. Is that right?

A. That is right. They were, as to the time, the Columbia was in early January, and Montgomery was sometime in February.

Q. Now, Mr. Carter, Mrs. Van Arkel asked some ques-

tions about an employer proposing that you agree that your members were put to work in pursuance of the employer's obligations under the law. Do you recall that?

A. I recall Mr. Van Arkel's question, yes.

Q. I want to show you Petitioner's Exhibit 51-a, which is a copy of the proposal at Columbus, Georgia, concerning which Mr. Chapman testified a short while ago, You see this provision, do you not, provision 9 an page 3:

"The Publisher, neither by this contract nor otherwise, is requiring that apprentices or any other employees covered hereby shall join or not join Columbus Union or International Union."

Do you see that?

A. Yes.

Q. Now I want to call your attention to this paragraph, same document, page 8, paragraph 17.

A. "During the life or term of this contract, neither Columbus Union, nor International Union, nor any employee covered hereby, shall have the right to strike or to engage in any concerted quitting, suspension, slowdown, picketing, on or about the plant or premises of the Publisher, or a cessation of work at any time or for any cause."

Q. Does that refresh your recollection that Columbus did not ask you for such an agreement as Mr. Van Arkel mentioned to you?

A. I think I stated that the Columbus agreement contained a request or a paragraph that would have covered that.

Q. You refused to accept the proposal of the Columbus people, did you not?

A. I did not refuse to accept it. The Columbus Typographical Union refused to accept it.

* * *

Mr. Johns: Now, did you testify a short while ago in a Board proceeding that you threatened employees of St. Petersburg Times with suspension and deprivation of their membership cards if they did accept a proposal that an employer made?

The Witness: I told them that I would recommend that the International do that. I had no authority to take any action other than a recommendation.

* * *

GENERAL COUNSEL'S EXHIBIT 76-A

Commonwealth of Massachusetts }
County of Bristol } ss.

Charles J. Lewin, being duly sworn, deposes and says:

I am Editor and General Manager of The Standard-Times, a daily newspaper published in New Bedford, Massachusetts, by E. Anthony & Sons, Inc. The New Bedford Standard-Times publishes a daily and Sunday newspaper, more than 99 per cent of the circulations of which are distributed within the Commonwealth of Massachusetts. During the year November 1, 1946 to October 31, 1947, these newspapers consumed 3,185,827 tons of newsprint paper costing the company $282,328.23, all of which newsprint was purchased outside the Commonwealth of Massachusetts. During the same period the newspapers purchased ink, type metal, mats and other supplies at a cost in excess of $7,000. Both The Standard-Times and The Sunday Standard-Times carry local and national adverising and 16.5 per cent of the total volume of advertising carried was general or national advertising received from agencies or advertisers outside the Commonwealth of Massachusetts.

The newspapers use the press association services of the Associated Press, the United Press and the International News Service. In addition, they use feature services purchased from 12 different syndicates, all of which syndicates have their principal offices in states other than Massachusetts. The two newspapers publish both local and national and international news. Local and state news average 59.2 per cent of the total volume of news published and national and international news average 40.8 per cent.

For a number of years E. Anthony & Sons, Inc., has had contracts with Local Typographical Union No. 276 and Local Mailers' Union No. 115, both of which locals are subordinate local unions of the International Typographical Union.

On August 6, 1946, a contract was entered into between the company and Local Typographical Union No. 276, the term of which contract was made effective retroactively and from June 1, 1946, to October 31, 1947. This contract provided for notice of modification by either party at least 60 days prior to October 31, for the exchange of proposals within 30 days of such notice, and if agreement was not reached in negotiations for amendments to the contract, or

the making of a new contract, for the arbitration of differences according to procedures set forth in the contract.

On August 21, 1947, notice of termination of its contract was served upon affiant as Editor of The Standard-Times by New Bedford Typographical Union No. 276. This notice is identical in form to the notice prepared by the International Typographical Union at its headquarters in Indianapolis to be sent to all newspapers in accordance with instructions from the International Typographical Union.

Upon the receipt of such notice affiant addressed a letter to Local No. 276 calling attention to the arbitration provisions in the contract.

Subsequent thereto numerous meetings were held between representatives of Local No. 276 and representatives of the company. At a meeting on October 3, 1947, Mr. Kobak, one of the union representatives, said that he wanted the management to understand that every step the union was taking was dictated in detail by the International Typographical Union and the local was following each directive to the letter whether right or wrong. He further said that the local had been directed that it had no authority to discuss policy but only to discuss wages with the representatives of management.

On October 22, 1947, another meeting was held between representatives of Local No. 276 and the company at which meeting affiant informed the local that management preferred to have a written contract to conditions of employment. To this Mr. Kobak replied that a written contract was contrary to the ITU policy and that the local union could not negotiate one. At this meeting there was a discussion of the relative merits of conditions of employment and the 60-day contracts provided for by the International Typographical Union in its Form P-6(a). There was also discussion of management's letter of September 18 calling attention to the arbitration provisions of the contract. The union representatives at this meeting on October 22 stated that they considered that their notice of termination was final and did away with any agreement to arbitrate and, in effect, did terminate the contract of October 31 notwithstanding any provisions therein to the contrary. There was some discussion of wages but no agreement.

Subsequent to that meeting affiant, acting in behalf of management, proposed a contract for at least one year's duration and at the same time proposed certain wage in-

creases. On October 30 this proposal was rejected by the union.

On November 5 a farther meeting was held between the parties at which the representatives of the union said that all they were there to discuss was wages. During the course of this meeting, however, the question of the legality of a closed shop was raised and Mr. Kobak, speaking for the union, said:

"Law or no law you are never going to get members of this union to work with non-union men."

Near the conclusion of the meeting the representatives of management again insisted upon a written agreement covering all points including wages. Representatives of the union said that they would take up this request with the International Union as well as management's statement that the contract entered into in 1946 required the arbitration of a new agreement if the parties were unable to agree upon one.

On November 24, 1947, Mr. William V. Lamothe, Secretary of Typographical Union No. 276, telephoned to say that the International Union had informed him that the termination notice was effective and therefore the contract between the parties was no longer in effect and that there was no sense in the parties debating the point further because the local would follow the International Typographical Union's interpretation. On the same day affiant received in the mail a letter signed by Mr. William V. Lamothe, reading as follows:

"Enclosed is a copy of the opinion rendered by International Typographical Union President Woodruff Randolph:—

"'As far as the union is concerned, the termination notice required by the Taft-Hartley law terminated whatever contract was in effect.'

"Trusting that the above will be helpful, I am with kindest regards."

The contract between E. Anthony & Sons, Inc. and Mailers' Union No. 115, a subordinate union of the International Typographical Union, was entered into on January 28, 1947, covering the period from October 1, 1946 to December 1, 1947. On September 30, 1947, Irving Press, Secretary-Treasurer of New Bedford Mailers' Union No. 115, addressed a letter to Nicholas Mahoney, Jr., General Business Manager of The Standard-Times, in which he gave the

standard ITU form of notice of termination of contract 60 days thereafter. The mailers contract contained provisions for arbitration substantially similar to those in the local Typographical Union contract. The attention of the Mailers' Union was called to these provisions. A meeting was held between the parties on October 31, 1947, at which Mr. Perry, representing the Mailers' Union, said that the union would propose conditions of employment just as soon as it obtained authority from the International Union to fill in the wage scales.

A further meeting was held on November 13, 1947, at which a blank form of the ITU "conditions of employment" was presented to representatives of management by representatives of the Mailers' Union. Mr. Perry, the representative of the union, said that he would let management know orally how the union wanted the blanks filled in but that management would have to fill them in itself. Affiant expressed the opinion that this was an odd practice and asked the reason for it, to which Mr. Perry replied that this manner of procedure had been prescribed by higher union authority and had to be followed. He could give no reason for it. At this meeting there was also a discussion of the relative merits of the conditions of employment and the ITU contract form P-6(a). Union representative Perry stated that if the union presented contract form P-6(a) the management would turn it down of necessity so he could see no reason for presenting it. He insisted management would be much better off to accept the union's conditions of employment. He said that he was ready to inform management orally what the local conditions would be that would go into the conditions of employment. Subsequently he gave this information. Management took the matter under advisement.

On November 24, 1947, management rejected the conditions of employment and made counter proposals to the union.

To this day no agreement has been reached between the parties.

This affidavit is made for use in the above-entitled cause.

/s/ Ch J. Lewin

Subscribed and Sworn to before me
this 18th day of December, 1947.

/s/ Manuel Homem, Jr.,
Notary Public.

My commission expires March 14, 1952.

(Seal)

GENERAL COUNSEL'S EXHIBIT 76-B

(Copy)

New Bedford Typographical Union, No. 276

August 21, 1947

Mr. Charles J. Lewin, Editor
Standard-Times
New Bedford, Mass.

Dear Mr. Lewin:

This is to serve you with 60-day notice of termination of the contract heretofore in effect between the proprietors of The New Bedford Standard-Times and The Sunday Standard-Times E. Anthony and Sons, Inc., and New Bedford Typographical Union No. 276, a subordinate union of the International Typographical Union.

To the extent required by Section 8 (b) 3 of the LMRA this is to offer to meet and confer for the purpose of 'negotiating' conditions of employment but reserving all rights provided by said LMRA, Section 8 (d), that such obligation does not compel this union to agree to a proposal or require the making of a concession.

Sincerely yours,

New Bedford Typographical Union
No. 276
/s/ William V. Lamothe,
Secretary.

GENERAL COUNSEL'S EXHIBIT 76-C

(Copy)

The New Bedford Typographical Union No. 276

October 3, 1947

Mr. Charles J. Lewin
General Manager
Standard-Times
New Bedford, Mass.

Dear Mr. Lewin:

Our offer in collective bargaining:

We propose that there be no signed, verbal or any other kind of contract.

We propose that the employer recognize that there is no obligation on the part of the union or its individual members to do other than may be specified in the "Conditions of Employment" set by the union.

Very truly yours,
New Bedford Typographical Union
No. 276
(Signed)
William V. Lamothe,
Secretary.

James A. Hayes, President
141 Summer Street
New Bedford, Mass.

GENERAL COUNSEL'S EXHIBIT 76-D

December 19, 1947

Mr. James A. Hayes, President
New Bedford Typographical Union No. 276
New Bedford, Mass.

Dear Mr. Hayes:

As a result of our meeting with the Scale Committee Wednesday, December 10, and my meetings with Mr. Toby Lyon, International representative, Thursday, December 11, and Friday, December 12, it was understood that the working conditions in the Composing Department of The New Bedford Standard-Times shall continue in effect for a period of one year from November 1, 1947, as under the contract dated August 6, 1946, except as they may be in violation of any Federal or State laws;

Provided, that the wage scale for one year from November 1, 1947, shall be $1.92 per hour for day work and $2.02⅔ for night work.

Based on the above, retroactive wages from November 1 through Thursday, December 18, will be paid December 23.

Yours very truly,
Charles J. Lewin,
General Manager.

New Bedford Typographical Union No. 276
Supplement Conditions of Employment

Section 15—Add.

Members required to double-head on Saturday and Saturday night shall be paid $1.00 in addition to the night scale, for the second shift.

Sections 16 and 17

A machinist shall be employed on the day side and a machinist or machinist operator shall be employed on the night side. Machinists and machinist-operators shall receive not less than $72.00 per week for day work and not less than $76.00 per week for night work.

Section 18—12-month basis

First year—Minimum wage	Fourth year—60%
Second year—40%	Fifth year—70%
Third year—50%	Sixth year—%

Section 19. Apprentices may work in the ratio of one to every eight (8) journeymen situations but not more than four (4) apprentices in any one office.

Section 33—Add

. . . and shall be employed for the number of hours constituting a shift.

Section 38—Insert "a" after word "require" first sentence

Members discharged to reduce the number of regular situations shall be notified at the conclusion of the work-week on which the layoff is to be effective.

Insert "b" after word "vacancy" fourth sentence

A regular situation is defined as a regular job given a member for one week's duration.

Section 39—Add

If a discharged member be reinstated, said member shall be paid for all time lost. In no case shall reimbursement be in a sum greater than the working time actually lost, multiplied by straight time rates therefor. From this shall be deducted all provable earnings elsewhere.

Section 42—No provision.

Section 44—Add

. . . but in no case for less than four (4) hours at the overtime rate.

Section 45—Add

The right to occupy a day situation shall be determined by situation holder's priority. When a vacancy occurs on the day shift, the member with greatest priority on the night shift shall have prior right to such situation. Whenever there is an excess of situations on the day side, members of the day force may be transferred to the night shift. This shall be done in priority order, the man with least priority on the day shift to be transferred to the night shift.

New Bedford Typographical Union No. 276

Supplement Conditions of Employment

Section 45—Add—(Continued)

Any reduction in the number of situations shall be made as provided in Section 38.

Section 46—Holidays

All work performed by day shift, during day hours, (7 a. m. to 6 p. m.) on Sundays and all Holidays, or days celebrated as such, state or federal, shall be paid for at double price. Any member required to work the night before the holiday for the purpose of publishing a holiday morning paper, shall be paid at time and one-half at night rate.

Section 47—Vacations

Vacations with pay shall be given on the following basis:

(a) The accruing period shall be the twelve (12) months from June 1 to May 31 of the following year.

(b) Members who have held situations for a full accruing period shall be entitled to two (2) weeks' vacation during the following accruing period.

(c) All other members hired by the office shall be entitled to one (1) day's vacation with pay for each Twenty (20) days worked during the accruing period, not to exceed ten (10) days.

(d) Such vacation credit shall be earned when a member is working on a situation, working as an extra for the office, but no credit shall be earned when such member is engaged as a substitute for another member. The purpose and spirit of this provision is to disallow the duplication of vacation credits on the same situation.

(e) A member who leaves his employment during an accruing period forfeits the accrued vacation credit for that period.

(f) In case a member is laid off during an accruing period, and then leaves for employment elsewhere, he shall be paid accrued vacation credits.

(g) The vacation schedule shall be arranged at the convenience of the office between June 1 and the following May 31 with priority members having choice of schedule.

(h) The days of vacation period shall be consecutive.

(i) Vacations with pay are to be taken in addition to any other time off.

(j) Members receiving over-the-scale or bonus wages shall be paid their full wages while on vacation.

GENERAL COUNSEL'S EXHIBIT 76-E

Conditions of Employment

This schedule of the Conditions of Employment, as hereinafter stated, is in nowise a contract nor is it an offer susceptible of acceptance by an employer in any manner to infer that there has been any meeting of the minds in collective bargaining to attain the results hereinafter prescribed solely by the union.

This policy of prescribing conditions of employment by union action only is for the purpose of retaining all legal rights of the union and its individual members.

New Bedford Typographical Union No. 276, a subordinate union of the International Typographical Union and subject to all of its laws, regulations and decisions, hereby, and with the consent and support of the International Typographical Union, establishes the wages, hours and conditions under which members of New Bedford Union No. 276 shall work, as stated in the schedules and provisions herein, on and after November 1, 1947, subject only to such alteration, amendment or withdrawal as may be authorized by a vote of the membership as prescribed by local laws and approved by the International Typographical Union.

No local union officer, chapel chairman, or other member of the union shall be authorized to act as an "agent" of the union for any purpose or act prohibited by state or federal laws. The union promulgating these conditions of employment accepts no obligations as a collective bargaining agent as defined by the Labor Management Relations Act of 1947. Any act of members of the union to quit their employment is a matter of their individual rights and prerogatives.

Failure on the part of any employer of members of the union, to provide employment at the standards set forth in these conditions will be evidence such employer has locked out members of our union and with the consent of the International Typographical Union such members may be classified as locked out and other union members may be notified of such lockout.

Schedules and Provisions
Book and Job Scale

Section 1. ..... hours shall constitute a day's work; five days shall constitute a week's work.

Section 2. .....hours shall constitute a night's work; five nights shall constitute a week's work.

Section 3. Day work shall be between 7 a. m. and 6 p. m. Night work shall be between 6 p. m. and 7 a. m.

Section 4. When it is necessary to work regularly designated split shifts, running from day into night hours, or vice versa, said shift shall consist of ..... hours and ..... minutes and shall be paid for at ..... dollars per week above the regular night rate.

Section 5. All shifts starting after ..... p. m. shall consist of ..... hours. Journeymen working such shifts shall receive the night rate plus $..... per shift.

Section 6. Unless otherwise specified in Section 42 all journeymen shall receive not less than $..... per week for day work and not less than $..... per week for night work.

Section 7. Machinist-operators shall receive not less than $..... per week for day work and not less than $..... per week for night work, based on operating and caring for one machine.

Section 8. A machinist shall be employed where ..... or more machines are in operation. Machinists shall receive not less than $..... per week for day work and not less than $..... per week for night work.

Section 9 The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

[The minimum scale for apprentices shall not be less than that provided for by federal, state, county or municipal laws. Otherwise such scale shall be in proportion to the journeyman's scale for day and night work. In no instance can such scale be less than the amount provided by the Fair Labor Standards Act.]

	First Six Months	Second Six Months
First year	.....%	.....%
Second year	.....%	.....%
Third year	.....%	.....%

	First Six Months	Second Six Months
Fourth year	.....%	.....%
Fifth year	.....%	.....%
Sixth	.....%	.....%

Daily Newspaper Scale

Section 10. 7½ hours shall constitute a day's work; five days shall constitute a week's work.

Section 11. 7½ hours shall constitute a night's work; five nights shall constitute a week's work.

Section 12. Day work shall be between 7 a. m. and 6 p. m. Night work shall be between 6 p. m. and 7 a. m.

Section 13. When it is necessary to work regularly designated split shifts, running from day into night hours, or vice versa, said shift shall consist of 7 hours and 30 minutes and shall be paid for at the regular night rate.

Section 14. All shifts starting after .... p. m. shall consist of ..... hours. Journeymen working such shifts shall receive the night rate plus $..... per shift.

Section 15. Unless otherwise specified in Section 42 all journeymen shall receive not less than $72.00 per week for day work and not less than $76.00 per week for night work.

Section 16. Machinist-operators shall receive not less than $..... per week for day work and not less than $..... per week for night work based on operating and caring for one machine.

Section 17. A machinist shall be employed where ..... or more machines are in operation. Machinists shall receive not less than $..... per week for day work and not less than $..... per week for night work.

Section 18. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

[The minimum scale for apprentices shall not be less than that provided for by federal, state, county or municipal laws. Otherwise such scale shall be in proportion to the journeyman's scale for day and night work. In no instance can such scale be less than the amount provided by the Fair Labor Standards Act.]

	First Six Months	Second Six Months
First year	.....%	.....%
Second year	.....%	.....%
Third year	.....%	.....%

	First Six Months	Second Six Months
Fourth year	.....%	.....%
Fifth year	.....%	.....%
Sixth year	.....%	.....%

Apprentices

Section 19. Apprentices may work in the ratio of one to every ..... journeymen situations until ..... apprentices are working, then the ratio shall be one to every : ..... journeymen, but not more than ..... apprentices in any one office.

Section 20. Qualifications—To be eligible for apprenticeship, applicants must be not less than 16 years of age; must pass the ITU technical examination; and must pass a physical examination made by a qualified medical examiner, approved by the union. The examination must show mental and physical fitness and adaptability to the trade.

Section 21. Term of Apprenticeship—The term of apprenticeship shall be six years: Provided, that upon request of the foreman and the union, and with the consent of the ITU Bureau of Education, the committee may upgrade an apprentice who has shown the ability to advance in excess of the time and work schedules prescribed herein.

Section 22. Probationary Period—The first year of the apprenticeship shall be a probationary period. During the probationary period, an apprenticeship may be annulled by either the apprentice or the union notifying the other. After the probationary period, the union may cancel an apprenticeship for adequate cause.

Section 23. Beginning with the second year, apprentices shall be enrolled in and complete the ITU course of lessons in printing before being admitted as journeyman members of the union. Beginning with the first year, apprentices shall purchase and study the ITU Lessons in Unionism.

Section 24. The foreman and chairman shall see that apprentices are afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. When apprentices show proficiency in one branch they must be advanced to other classes of work. Arrangements must be made to have apprentices during the final year instructed on any and all typesetting and typecasting devices in use in the office where they are employed.

Section 25. Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his case shall be investigated by the local committee on apprentices and presented to the union for action.

Section 26. Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labor.

Section 27. No apprentice shall work overtime in an office unless the number of journeymen working overtime on the same shift equals the ratio prescribed in Section 19. At no time shall any apprentice have charge of a department or class of work.

Section 28. Apprentices shall undergo periodic examinations before the local committee on apprentices. Their work must show that they are entitled to the increased wage scale provided herein.

Section 29. Chairmen of offices where registered apprentices are employed are required to make quarterly reports to the local committee on apprentices. These reports must show if the conditions pertaining to apprentices are being fulfilled; whether apprentices are being held back or if they are advanced to the different processes of the trade, and where apprentices are negligent or incapable of becoming competent workmen such facts must be set forth in the report.

Section 30. The local union has the right to refuse to register apprentices working in any office which does not have the necessary equipment to afford instruction being given in the different branches of work.

Section 31. No apprentice shall leave one office and enter the services of another office without the written consent of the president of the union.

Miscellaneous

Section 32. Members working before or in excess of the regular hours established for the day's or night's work or at the end of a week's work must receive the overtime rate, which shall be not less than price and one-half based on the hourly wage paid.

Section 33. No member shall be required or permitted to hold a situation of more than five days or five nights or a combination of days and nights equivalent to five in one financial week. When any member is required to work on a regular off day or off night, or a sixth or seventh shift in any financial week, he shall receive overtime for such work.

Section 34. A lunch period of at least thirty minutes and not more than one hour shall be allowed for each shift,

such time not to be included in the number of hours specified for a day's or night's work.

Section 35. In no case shall a member receive pay for less than a full shift except when discharged for cause or excused at his own request.

Section 36. The union prescribes no obligation or duty for, or on behalf of, its members to work on any particular product not wholly produced in the shop in which they work. The union hereby reserves to each member the right to exercise any legal prerogative he may have to act individually in the quitting of his employment or to work only when he considers himself able to do so. The union accepts no obligation as regards the number of men needed to do the volume of work required by the office. It shall be the duty of union members to produce as original matter, and to the same effect and standards, all matter inserted in the paper meeting the following description:

Any advertisement originally set within the jurisdiction of aforesaid union; any advertisement, wherever set, advertising the business of any concern that is in the local field.

The foreman of the composing room shall make such matter available to be produced within 7 days.

The union considers it an unfair labor practice for an office to deprive union members of work by requiring or permitting advertisers to supply mats or plate of local advertising. Union members are not required to be a party to such practices.

Section 37. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules, which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of members, or their rights under International Typographical Union laws. A discharged member shall have the right to challenge the fairness of any office rule which is applied to bring about his discharge.

Section 38. When it becomes necessary to decrease the force such decrease shall be accomplished by discharging first the member or members last employed either as regular employes or as extra employes, as the exigencies of the matter may require. Should there be an increase in the force the members displaced through such cause shall be reinstated in reverse order in which they were discharged before others may be employed. Upon demand, the fore-

man shall give the reason for discharge in writing. Members considered capable as substitutes by the foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen. [Demand for written reason for discharge shall be made within seventy-two hours after member is informed of discharge.]

Section 39. Any member who has been discharged and believes the discharge unjustified shall have the right to appeal to the chapel. The discharged member or the foreman may appeal from the decision of the chapel to the local union. From the decision of the local union appeal may be made by either to the Executive Council of the International Union and a convention as provided by I. T. U. laws.

Section 40. The union reserves to its members the right to seek employment elsewhere when any condition in the office where they are working becomes unsatisfactory, and to refuse to work when they consider themselves unable or unwilling to perform the duties imposed by the office.

Section 41. Sanitary Regulations. The office must be a clean, healthful, sufficiently ventilated, properly heated and lighted place for the performance of all work of the composing room; and all machines or apparatus operated in the composing room or in the rooms adjacent thereto from which dust, gases or other impurities are produced or generated shall be equipped in such manner as to protect the health of members.

Section 42. A superannuated member may be permitted to work at a rate of not less than ..... of the regular scale of wages provided for journeymen; provided, that not more than one superannuated member shall be employed in any office at any one time, and no superannuated member will be allowed to work in any office where there are no other journeymen members employed.

Section 43. Learners on machines shall be journeymen or apprentices in the final year of their apprenticeship.

Section 44. Members called back after having left the office shall receive $1.00 for such callback and overtime rates for all time worked.

Section 45. Members may claim new shifts, new starting times, new slide days and have choice of vacation schedule in accordance with their priority standing.

Section 46. Holidays.
Section 47. Vacations.
Section 48. Sick Benefits.
Section 49. Severance Pay.

Where the words "journeymen," "apprentices," "foremen," "learners," "machinists," "members," "extras" or "substitutes" are used herein they shall refer only to and be applicable only to members of the International Typographical Union and of New Bedford Union No. 276.

Where the word "office" is used herein it shall refer to the establishment where members of the aforesaid union work.

Members will work only under direction and supervision of a foreman of the composing room who is a member and who, as foreman, shall have full and complete control over the hiring and discharge of members doing any work in said composing room.

The composing room shall be operated under the laws of New Bedford Union No. 276, not affecting wages, hours and working conditions, and the laws of the International Typographical Union.

In Witness Whereof, We have hereunto set our hands and seals this 19th day of December 1947.

New Bedford Typographical Union No. 276.

James A. Hayes, President. William V. Lamothe, Secretary-Treasurer.

The above is in compliance with the laws of the International Typographical Union.

Date....., 194...

Woodruff Randolph,
President International
Typographical Union.

All proposed "Conditions of Employment" must be submitted in Triplicate to the President of the ITU for approval as conforming to ITU laws Before any attempt is made to enforce or place them in effect locally. This applies to any alteration, amendment, or extension of the conditions of employment herein enunciated. Such approval does not in any way affect the responsibilities of the local union under the requirements of Article XIX, ITU By-Laws.

GENERAL COUNSEL'S EXHIBIT 77-47

(Copy)

July 28, 1947

Mr. M. R. Ashworth,
Mr. A. H. Chapman,
Ledger-Enquirer Co.,
Columbus, Ga.

Dear Sirs:

This is to serve you with 60-day notice of termination of the contract heretofore in effect between your company and Columbus Typographical Union No. 220, a subordinate union of the International Typographical Union.

To the extent required by Section 8 (b) 3 of the LMRA this is to offer to meet and confer for the purpose of negotiating conditions of employment but reserving all rights provided by said LMRA, Section 8 (d), that such obligation does not compel this union to agree to a proposal or require the making of a concession.

/s/ Richard A. White
/t/ Richard A. White, Pres.

GENERAL COUNSEL'S EXHIBIT 77-48

(Copy)

July 29, 1947.

Registered—Return Receipt Requested

Mr. Richard A. White, President,
Columbus Typographical Union No. 220,
P. O. Box 565,
Columbus, Georgia.

Dear Mr. White:

This is to serve you with sixty day notice of termination of the Union contract in effect between your Union and The Ledger-Enquirer Company to the extent required by Section 8 (b) 3 of the Labor Management Relations Act.

This is to offer to meet and confer with the Union for the purpose of negotiating conditions of employment, but reserving all rights provided by said Labor Management Relations Act, Section 8 (d), that such obligation does not compel The Ledger-Enquirer Company to agree to a proposal or require the making of a concession.

The Ledger-Enquirer Company desires to negotiate an entirely new contract with your Union, to comply completely and fully with the Labor Management Relations Act.

Yours very truly,

The Ledger-Enquirer Company,
/s/ A. H. Chapman, President.
/t/ A. H. Chapman, President.

AHC/at

GENERAL COUNSEL'S EXHIBIT 77-49

Offer of Ledger-Enquirer Company to Columbus Typographical Union No. 220 of ITU, Made at Meeting Held October 30, 1947, Beginning at 3:15 P. M.

The Company offers the following:

1. To increase the journeyman scale for day work twenty-four cents (24c) per hour from One and 67/100 Dollars ($1.67) to One and 91/100 Dollars ($1.91) per hour.

2. To increase the journeyman scale for night work twenty-four (24c) per hour from One and 74/100 Dollars ($1.74) to One and 98/100 Dollars ($1.98) per hour.

3. The scale differentials for all other jobs established by the expiring contract shall be followed for this wage increase, except that no minimum rate is fixed for Assistant Foreman.

4. To make such increases retroactive to October 1, 1947, and to make said increases effective for the future and pay such retroactive pay as soon hereafter as the same may be practicable for the Company.

5. The Company offers to continue to negotiate for the purpose of reaching and executing a contract between the parties effective October 1, 1947 and expiring September 30, 1948; and the Company offers to arbitrate any and all questions of difference which may or may hereafter exist between the Union and the Company.

The Ledger-Enquirer Company,
By A. H. Chapman, President.
M. R. Ashworth, Publisher.
W. Edward Swinson, Attorney.

GENERAL COUNSEL'S EXHIBIT 77-50

(Letterhead)

Columbus Typographical Union No. 220
P. O. Box 565
Columbus, Georgia

October 31, 1947

Mr. M. R. Ashworth,
Mr. A. H. Chapman,
Ledger-Enquirer Co.,
Columbus, Ga.

Dear Sirs:

This is to advise you that Columbus Typographical Union, No. 220, in a meeting held Friday, October 31, 1947, directed the undersigned officers to inform you that acceptance of pay increase by members of Columbus Typographical Union, in accordance with your offer made on October 30, 1947, is not to be considered as a meeting of minds or an agreement between Management and the Union.

Your action in making such a pay increase available is unacceptable to the Union as a collective bargaining agreement; therefore, we request that negotiations be continued until a satisfactory agreement is reached or other actions taken.

Our scale committee will be available for further meetings at such times as may meet your convenience.

Yours very truly,
Richard A. White,
President.
J. F. Fitch,
Sec.-Treas.

GENERAL COUNSEL'S EXHIBIT 77-51a

Minutes of Negotiating Meeting Held Between The Ledger-Enquirer Company and Scale Committee of Columbus Typographical Union Number 220, on Saturday, February 21, 1948

Present, representing the Union:
F. T. Carter, International Representative
R. A. White
R. A. Greene
Mr. H. A. Bowick
T. H. Hill

Present, representing the Company:
A. H. Chapman, Sr.
M. R. Ashworth
W. E. Swinson

Carter: My name is F. T. Carter. I work as a representative of the International Typographical Union in the Southern territory. In these negotiations, the Scale Committee of the local Union has requested that I act as spokesman for the group.

Without going all through the record as to negotiations in the past, I want to state briefly that these negotiations began in the summer of 1947, when the Union notified the Company that it desired to terminate the contract existing between the parties hereto and expiring September 30, 1947. The Company filed a similar notice with the Union. Subsequently there was an attempt to extend the then existing contract prior to the effective date of the Taft-Hartley Law, August 22, 1947. These efforts failed. At many subsequent meetings, the Company and the Union considered proposals made by each party. The Federal Mediation and Conciliation Service was also notified as to the existence of a dispute, and the State Mediation Service was likewise notified. When it became evident that neither party could agree to the proposal submitted by the opposing party, The Ledger-Enquirer Company, under date of October 30, 1947, made an offer to the Union, which reads as follows:

> "1. To increase the journeyman scale for day work twenty-four cents (24c) per hour from One and 67/100 Dollars ($1.67) to One and 91/100 Dollars ($1.91) per hour.

"2. To increase the journeyman scale for night work twenty-four cents (24¢) per hour from One and 74/100 Dollars ($1.74) to One and 98/100 Dollars ($1.98) per hour.

"3. The scale differentials for all other jobs established by the expiring contract shall be followed for this wage increase, except that no minimum rate is fixed for Assistant Foreman.

"4. To make such increases retroactive to October 1, 1947, and to make said increases effective for the future and pay such retroactive pay as soon hereafter as the same may be practicable for the Company.

"5. The Company offers to continue to negotiate for the purpose of reaching and executing a contract between the parties effective October 1, 1947 and expiring September 30, 1948; and the Company offers to arbitrate any and all questions of difference which may or may hereafter exist between the Union and the Company."

Under date of October 31, the Union replied as follows:

"This is to advise you that Columbus Typographical Union No. 220, in a meeting held Friday, October 31, 1947, directed the undersigned officers to inform you that acceptance of pay increase by members of Columbus Typographical Union, in accordance with your offer made on October 30, 1947, is not to be considered as a meeting of minds or an agreement between Management and the Union.

"Your action in making such a pay increase available is unacceptable to the Union as a collective bargaining agreement; therefore, we request that negotiations be continued until a satisfactory agreement is reached or other actions taken.

"Our scale committee will be available for further meetings at such times as may meet your convenience."

Subsequently, numerous meetings were held, looking to the consummation of the contract. All proved fruitless.

Under date of February 8, 1948, The Ledger-Enquirer Company addressed a letter to the Union, to which was attached a complete contract proposal. Prior to submission of the letter of February 8th and the contract proposal which accompanied same, the Union was notified that the Company expected a "yes" or "no" answer by Friday, February 13, 1948, and stated that if the answer were "no",

the Company would discontinue reproduction and institute their own policy of hiring and firing. In a letter dated February 11, 1948, and addressed to Mr. Chapman, President of The Ledger-Enquirer Company, the Union said:

"At the meeting of Columbus Typographical Union No. 220 held February 8, 1948, your contract proposal was presented to the Union by the Scale Committee. Your statement in which you demanded a "yes" or "no" answer by Friday, February 13, 1948, and that if the answer were "no" you would discontinue reproduction and institute your own policy of hiring and firing as of that date was also given to the body.

"The Union received the proposal and instructed the Scale Committee to study the proposal very thoroughly.

"Therefore, due to the time required for studying the details of the proposal the committee will be unable to give you the "yes" or "no" answer on Friday as you demanded. However, we are suggesting that the meeting for Friday, February 13th, be postponed until sometime during next week. We feel that we will be able to say by next Monday afternoon what day we will be finished with the study of the proposal and be ready to meet with you.

"Please advise us if postponement of the meeting meets with your approval. If it does not, then the committee will meet with you as scheduled."

In a letter dated February 12, 1948 and addressed to the Union, The Ledger-Enquirer replied as follows:

"Receipt is acknowledged of your letter of February 11, 1948, requesting a postponement of the conference set for Friday, February 13, 1948, at 3:30 p. m.

"The Company grants your request for postponement and suggests that the meeting be held Tuesday afternoon, February 17, 1948, at 3:30 p. m.

"The Company has decided that advertisements heretofore reproduced, which appear in the Monday morning Enquirer and papers appearing after that time will not be reproduced. Advertisements appearing in papers before the Monday morning Enquirer will be reproduced under the same conditions as have existed in the past.

"All other conditions are to continue as in the past until the next meeting or conference is held. If it should be impossible to hold the conference Tuesday,

the Company urges the Union to suggest as early a date as may be convenient to both the Union and the Company."

The next meeting held between representatives of the Company and the Union was on Tuesday, February 17, 1948. At that time the proposal submitted by the Company was discussed; as was also a proposal which had previously been submitted by the Union for a bilateral contract. The Company's proposal is attached hereto as "Exhibit A" and the Union's proposal, which was resubmitted, is attached hereto as "Exhibit B." The Company proposal was accompanied by a letter which is included as a part of Exhibit A.

At this meeting held on February 17, 1948, the Union informed the Publishers that they could not agree to the proposal of the Company, and the Company again declined to agree to Union's proposal. At the meeting held on February 17th, there were no definite plans made for further meetings, though it was understood that both parties were ready to meet if occasion should seem to warrant such a meeting. There was also brief discussion of settlements along the line made in near-by cities in recent weeks, and the Union suggested that it would be willing to consider proceeding along the same lines here. Copies of the Columbia, South Carolina, and Montgomery, Alabama, renewal agreements were submitted to The Ledger-Enquirer Company for consideration. The Company found such agreements unsatisfactory.

On Thursday, February 19, 1948, the Company, through its representatives in the Composing Room, had the following notice posted on the Composing Room bulletin board:

"Effective February 19, 1948: (1) Mr. Clyde E. Norman is appointed and designated as General Foreman of all employees of the Composing Room, and Mr. John M. Mahone is appointed and designated as Assistant Foreman for the Composing Room employees working during the day, and Mr. John S. Carlisle, Jr., is appointed and designated as Assistant Foreman for the Composing Room employees working during the night. The Assistant Foremen will work under the supervision of the General Foreman, and the Assistant Foremen under the supervision of the General Foreman will have authority to direct the work, and to discipline the employees working under them.

"(2) Advertisements heretofore reproduced, which appeared in the Monday, February 16, 1948, Enquirer, and which have appeared or may in the future appear in either the Columbus Ledger or Columbus Enquirer after the date last set forth, will not be reproduced. Advertisements appearing in either of the papers before the Enquirer of Monday, February 16, 1948, will be reproduced under the same conditions as have existed in the past.

"(3) Each person applying for work in the Composing Room shall furnish a written and signed application upon a form to be supplied. The application shall be submitted to either the General Foreman or one of the Assistant Foremen, and shall be transmitted to the Management Office.

"(4) A Composing Room employee working on the Enquirer, who is discharged, shall not be re-employed on the Ledger; and such an employee working on the Ledger, who is discharged, shall not be re-employed on the Enquirer: Without the approval of the Management.

"(5) Any employee who cashes in, or absents himself from work, without obtaining permission for the absence from the General Foreman or the Assistant Foreman under whom he works, will be regarded as having terminated his employment, and, in order to obtain re-employment, must file an application for work."

The above notice was signed by A. H. Chapman as President, and M. A. Ashworth as Publisher.

This notice changes long established practices as to hiring and firing in the Composing Room, and the Union now formally requests that the notice be withdrawn from the bulletin board pending further attempts to negotiate a satisfactory contract.

Swinson: The Company agrees to the correctness of the general outline of the occurrences stated above by Mr. Carter in regard to negotiations, with the following exceptions: At the meeting on Friday, February 6, 1948, it is the contention of the Company that it informed the Union that in the event the Union answered the proposals of the Company by saying "No" and no other contract or agreement was then reached, the Company would then discontinue reproduction and institute policies regarding hiring and fir-

ing; and in the meeting on Tuesday, February 17, 1948, the Company offered to vary the terms of its written proposal on the basis of any suggestion made by the Union which was acceptable to the Company. The Company, however, does not wish that agreement as to correctness of the statements of Mr. Carter, to be construed as a complete statement of everything that occurred in the negotiation meetings, and for itself desires the right to be reserved to use any statements on the record in any meetings in the future, and accords to the Union the same right or privilege.

Prior to Thursday afternoon, February 19, 1948, a copy of the notice posted on the bulletin board by the Company was delivered by the Company Attorney to Mr. Carter.

The Company feels that it must decline to withdraw the notice posted on the bulletin board, but offers to continue to negotiate all issues or differences between the Company and the Union, and to arbitrate the same in the event the Union will agree to do so.

Carter: It is true that Mr. Swinson handed me a copy of the bulletin board notice above referred to sometime Thursday morning, February 19th, but that copy was not handed to me for any negotiation purposes or any consideration other than as information.

Since the representatives of the Company will not agree to a continuation of status quo conditions other than those which are in violation of Federal or State laws pending further negotiations, the committee feels that it can go no further, and finds it necessary to lay the whole question before the local Union for such action as the Union may deem advisable.

Swinson: The Company agrees that the copy of the notice handed to Mr. Carter Thursday, February 19, 1948, was not tendered or submitted to him for purposes of negotiation or for any other purpose other than as information.

The Company takes the position: since there are some differences of opinion between the Union and the Company as to the proper construction of the Taft-Hartley Law, that the Union has not offered to continue status quo conditions other than those which violate the Taft-Hartley Law pending further negotiations.

Carter: The Union is quite positive that there is nothing in the Taft-Hartley Law or the statutes of the State of Georgia which require complete disruption of hiring

and firing practices of long standing in such a manner as is provided for in the bulletin board notice posted by the Company.

Swinson: The Company does not consider it necessary to reply to the last statement made by Mr. Carter.

Carter: In order that there may be no possibility of a misunderstanding, the Union again proposes that the Company withdraw its bulletin board notice dated February 19, 1948, and that we continue negotiations with the understanding that status quo conditions shall be maintained except where such conditions conflict with State or Federal laws.

Swinson: The Company reiterates its position that the Union has not made a clear or complete offer in regard to what is meant by "status quo conditions shall be maintained except where such conditions conflict with State or Federal laws"; in that, for instance the Union has not, and does not now, agree that reproduction conflicts with the Taft-Hartley Law and may be eliminated while negotiations are continued.

GENERAL COUNSEL'S EXHIBIT 77-51b

February 8, 1948.

Columbus Typographical Union No. 220,
Columbus, Georgia.
Attention: Mr. Richard A. White, President.

Gentlemen:

Herewith attached are three (3) copies of the contract proposed by The Ledger-Enquirer Company.

We desire to make it clear to the Union that the Company is now and will be next Friday and in the future willing to continue negotiations and discussions in connection with the problems facing the Company and the Union. The Company, also, is willing to arbitrate any differences now or in the future existing between the Union and the Company.

Very truly yours,

The Ledger-Enquirer Company,
A. H. Chapman, President.

AHC/at
Encls.

GENERAL COUNSEL'S EXHIBIT 77-53a

Columbus, Ga.

February 22, 1948.

Mr. A. H. Chapman, President,
Mr. M. R. Ashworth, Publisher,
Ledger-Enquirer Co.,
Columbus, Ga.

Gentlemen:

At a meeting held this afternoon Columbus Typographical Union No. 220 unanimously adopted the following motion, offered by M. H. Thornton and seconded by J. S. Carlisle, Jr.:

"I move that the action of the Ledger-Enquirer Publishing Company in refusing to withdraw, pending further negotiations, its bulletin board notice of February 19, 1948, be and is hereby declared a lockout of our members, effective immediately, for the specific reason that said notice posted by the company is a flagrant violation of long-established and recognized practices in regard to hiring and firing, going far beyond the requirements of any state or federal laws in an effort to reduce our members to a condition of involuntary servitude."

The union further instructed its scale committee to immediately notify you of its action. The committee was also instructed to inform you that our members will promptly return to work and the union will continue negotiations provided Publishers will remove from the bulletin board your posted conditions bearing date of Feb. 19, 1948.

This information was conveyed to Mr. Chapman by Mr. Carter in a telephone conversation which occurred about 4 p. m. today. This communication is for the purpose of confirming that conversation and further informing you that the scale committee stands ready to meet with you at your convenience.

Mr. Carter also phoned your attorney, Mr. W. E. Swinson, about 4 p. m. and gave Mr. Swinson the same information by phone.

Respectfully,

Columbus Typographical Union No. 220
By Richard A. White
Richard A. White, President

GENERAL COUNSEL'S EXHIBIT 77-55

This Is What Brought.
Lockout of Printers
by
Ledger-Enquirer Company

Members of the Columbus Typographical Union have been locked out of the composing room of the Ledger-Enquirer Co., because of a change in conditions the Publishers insisted on by posting certain conditions on the Bulletin Board while negotiations were under way.

Following is the Bulletin Board Notice Posted by the Company:

Effective February 19, 1948

(1) Mr. Clyde E. Norman is appointed and designated as General Foreman of all employees of the Composing Room, and Mr. John M. Mahone is appointed and designated as Assistant Foreman for the Composing Room employees working during the day and Mr. John S. Carlisle, Jr., is appointed and designated as Assistant Foreman for the Composing Room employees working during the night. The Assistant Foremen will work under the supervision of the General Foreman, and the Assistant Foremen under the supervision of the General Foreman will have authority to direct the work, and to discipline the employees working under them.

(2) Advertisements heretofore reproduced, which appeared in the Monday, February 16, 1948, Enquirer, and which have appeared or may in the future appear in either the Columbus Ledger or Columbus Enquirer after the date last set forth, will not be reproduced. Advertisements appearing in either of the papers before the Enquirer of Monday, Feb. 16, 1948, will be reproduced under the same conditions as have existed in the past.

(3) Each person applying for work in the Composing Room shall furnish a written and signed application upon a form to be supplied. The application shall be submitted to either the General Foreman or one of the Assistant Foremen, and shall be transmitted to the Management Office.

(4) A Composing Room employee working on the Enquirer, who is discharged, shall not be re-employed on the Ledger; and such an employee working on the Ledger, who is discharged, shall not be re-employed on the Enquirer: Without the approval of the Management.

(5) Any employee who cashes in, or absents himself from work, without obtaining permission for the absence from the General Foreman or the Assistant Foreman under whom he works, will be regarded as having terminated his employment, and, in order to obtain re-employment, must file an application for work.

The Ledger-Enquirer Co.

The Bulletin Board Notice was signed A. H. Chapman as President and M. R. Ashworth as Publisher.

Paragraphs Three, Four, and Five Changed Long-Established Conditions So Radically That We Were Forced to Declare a Lockout.

We were willing to negotiate and still are, but we cannot work under the conditions of serfdom set up in the third, fourth and fifth paragraphs of the Bulletin Board Notice posted by the publishers.

Columbus Typographical Union
No. 220

GENERAL COUNSEL'S EXHIBIT 80A

THOMAS B. SHERIDAN, a witness called by and on behalf of the National Labor Relations Board, having been duly sworn and examined, testified as follows:

Direct Examination.

Q. (By Mr. Barban) Will you give your full name to the Reporter, please?

A. Thomas B. Sheridan. S-H-E-R-I-D-A-N.

Q. Mr. Sheridan, what is your occupation?

A. I am president of the American Bank Stationery Company.

Q. That is one of the companies involved in this proceeding. Is that correct?

A. That is correct.

Q. Mr. Sheridan, how long have you been President of the American Bank Stationery Company?

A. The American Bank Stationery Company from 1927 to the present time, and its preceding company, the Giddings and Rogers Company from 1919 to 1947, in effect.

Q. 1947?

A. That is correct. The original company from 1919 to 1927 changed its name in 1927 to the present one.

Q. That has been all in Baltimore, has it?

A. That is correct.

Q. Mr. Sheridan, you are a member of the negotiating committee of the Graphic Arts League?

A. I am.

Q. And you have participated in several of the negotiating meetings which have gone on this year, I believe.

A. Yes.

Q. All right.

• • •

Q. (By Mr. Shawe) When did you first enter the negotiations in 1947 between the League and the union?

A. I think it was on the 29, the day the whole group was there, the lawyers, the gentlemen here represented, and some of the others. It was a large meeting in this hotel.

• • •

The Witness: I invited Mr. Brannock to step out of the room so that I could talk with him a bit about the whole situation, and understanding that it was agreed that the purely economic factors of the contract were to be left to the League and the unions without the lawyers, I addressed Mr. Brannock stating that I was interested in trying to work out a solution of that problem, and asked Mr. Brannock what in his opinion was the rate necessary to satisfy the union and eliminate all of the economic conditions proposed and retain the status quo.

Mr. Brannock, after reviewing the matter a bit, stated that $1.90 would be the lowest figure which the union would accept.

Q. (By Mr. Shawe) Is that the substance of what took place?

A. That is the substance of what was said.

Q. Now, could you please tell the Examiner who was the one who first suggested the $1.90 figure.

A. To me? Mr. Brannock.

Q. Whose figure was $1.90?

A. Mr. Brannock's figure.

Q. Then you went back to the meeting?

A. I told Mr. Brannock that I would do the best I could to work out a solution and I would confer with the other members of the League, and I did confer with Mr. Street and them.

Q. Then you went back into the meeting?

A. Then we went back into the regular meeting. This was all between coming back from dinner and getting started again for the second half of the meeting.

Q. The record already shows what took place at the meeting after it reconvened.

After the meeting of September 30, did you have any further contacts with Mr. Brannock with respect to this matter?

A. I did.

Q. When was the next time that you conferred with Mr. Brannock with respect to this matter?

A. The following day, October 1.

Q. Where?

A. Where?

Q. Yes.

A. At the Merchants Club.

Q. Who was present?
A. Mr. Brannock and I.
Q. No one else?
A. No.
Q. Will you please try to reconstruct what was said between you and Mr. Brannock on October 1 at the Merchants Club?
A. The meeting came about by a telephone call to me from Mr. Brannock in which he was very much disturbed at the outcome of the meeting the day before and the night previous, due largely to our discussion and the general situation in Baltimore which needed some correction, and he was very much concerned and wanted to talk about it.

I recall stating that the meeting broke up rather abruptly and that he was somewhat in a quandry about the things. I suggested to Mr. Brannock we not talk on the 'phone but that that I have him for lunch. Mr. Brannock and I then went to lunch to discuss these matters at the Merchants Club.
Q. And did you discuss it at lunch?
A. We did.
Q. Can you tell us what was said at lunch on October 1, with respect to this matter?
A. I can give you the substance of it. I couldn't do it verbatim.
Q. No one can do that, sir. If you will just tell us to the best of you recollection what Mr. Brannock said and what you said on October 1 at the Merchants Club.
A. We reviewed the events particularly of the latter part of that evening, from dinner on, or, rather, from the time that we talked together. I asked Mr. Brannock if in view of all this to-do, with which I was not too familiar, did he have and did his union have the authority to agree to the $1.90 rate and eliminate all these other proposals, and the answer Mr. Brannock gave me was that they were an autonomous body and they could make their own rules insofar as the economic conditions were concerned.

. . . . .

Q. Was it your definite understanding at the conclusion of that luncheon that if the League would agree to the union's $1.90 figure, that would be in full settlement of all economic questions?

A. That is correct, that is my very definite impression and understanding.

Q. Were you present at the last meeting between the League negotiating committtee and the union negotiating committee where Mr. Street had this prepared statement?

• • •

Redirect Examination.

Q. (By Mr. Barban) Mr. Sheridan, is it not true that for the past seven years, approximately seven years, you have, on frequent occasions during collective bargaining negotiations, conferred with Mr. Brannock?

A. That is right.

Q. You and he alone?

A. Not always alone, no.

Q. But apart from the other committee?

A. That is right.

Q. Is it not true that in the past when Mr. Brannock said that the union was agreeable to such and such, whatever the case might be, that the union usually stuck by with what he told you?

A. Always.

• • •

WOODRUFF RANDOLPH, a witness called by and on behalf of the Respondents having been duly sworn and examined, testified as follows:

Direct Examination.

Q. (By Mr. Van Arkel) What is your present address, Mr. Randolph?

A. 5937 Central, Indianapolis, Indiana.

Q. Your present position?

A. President of the International Typographical Union.

Q. How long have you held that office?

A. Since July of 1944.

• • •

Mr. Shawe: Reasonableness of proposals in Chicago may be one thing. We are talking about the situation here in Baltimore.

I don't think this witness is qualified to go into the

effect of bargaining relationship which has prevailed here locally between the League and the Baltimore Typographical Union No. 12 and the I.T.U.

First of all, I don't think, with all due respect to Mr. Randolph, he ever has participated in any bargaining here. This is to go into the great tradition of the International Typographical Union.

* * *

Q. What does the history of your organization show with respect to the first beginnings of printers' trade unions in this country?

* * *

The Witness: First history indicates the Typographical Associations in a number of cities which later formed the National Typographical Union. The name subsequently was changed to International Typographical Union.

The essential structure of the International Typographical Union was directed by those typographical societies.

The essential features of the International Typographical Union as of today are quite the same as they were in 1809, 1815, and so on.

Collective bargaining, as we know it today, that is, the signing of agreements between employers and the union, did not begin until approximately 1886. The typographical associations, and later the International Typographical Union, were organizations which adopted a scale of prices by union action in a union meeting, adopted rules of conduct in the composing rooms, and operated under those rules of conduct and the scales of prices, unilaterally adopted.

It was not until approximately 1886 that the first known agreement occurred between a group of employers in a city and a local typographical union. The records show that beginning in 1815 in the City of Washington the Typographical Union adopted a scale of prices and operated thereunder.

Q. (By Mr. Van Arkel) I show you some photostats which purport to be copies of minutes dated Saturday, November 4, 1815. Can you describe to me what those are?

A. This is a photostat of the minute book of Columbia Typographical Union No. 101 as of 1815, the Columbia Typographical Society. I personally read that minute book and requested the Secretary-Treasurer of Columbia Typographical Union to have these photostats made.

Q. What do those minutes show with respect to the adoption of a scale of prices by the Columbia Typographical Union?

• • •

Trial Examiner Ringer: Will you indicate what the point is that you are suggesting that tends to show specifically? I have not read it as yet.

Mr. Van Arkel: I will be glad to show what I am trying to establish here, Mr. Examiner.

Out of the original tradition of a unilateral statement of scales of prices by a group of workmen meeting together in a union grew the union laws, so-called, which have been in issue throughout this hearing in Section 13 of the proposed agreement.

Trial Examiner Ringer: And these minutes purport to show such a fixing of scales by a union?

Mr. Van Arkel: Yes, sir, by one of the earliest printing unions in the country.

• • •

Q. (By Mr. Van Arkel) Mr. Randolph, in your examination of the records of the International Typographical Union, did you find that the first typographical unions also operated on the same basis; that is, a scale of prices fixed by agreement of the members of the union?

• • •

The Witness: Yes.

Q. (By Mr. Van Arkel) Can you give us any other examples of that?

A. The City of Cincinnati has records reaching back into that period when employers took an interest in the signing of agreements between the union and the employers. The first agreement in that city was in 1888. The first agreement in Washington, D. C. was in 1886. The last scale of prices I personally saw in the City of Chicago which was adopted by the union without benefit of employer concurrence was 1875.

Q. So would it be accurate to say that in most cities

where typographical unions were in existence, the period up to 1886, at the earliest, was marked by agreement among union members as to the scale of prices to be fixed?

A. That is right.

• • •

Q. (By Mr. Van Arkel) Mr. Randolph, in your examination of the records of the International Typographical Union, have other instances come to your attention of local union operations conducted on the basis which we have been discussing?

A. Yes. The records at headquarters indicate that the period of time ending approximately in 1886 was one when the unilateral method of promulgation of scales in working conditions prevailed.

Q. Are there references to that custom in the constitution and by-laws of the International Typographical Union or its predecessor, the National Typographical Union?

A. Yes, there are references contained in the books of law of earlier years and in the various convention proceedings to indicate quite clearly that the organization up until approximately 1886 functioned only on the basis of promulgating unilateral scales of prices and working conditions.

• • •

Q. (By Mr. Van Arkel) Mr. Randolph, have you made an examination of the constitution and by-laws of the International Typographical Union and its predecessors?

A. Yes, sir.

Q. What do you find in those by-laws with respect to the adoption of laws, so called, by the International Typographical Union or its predecessors?

Mr. Barban: Objected to. The constitutions and other documents are the best evidence.

Trial Examiner Ringer: Overruled.

The Witness: Particularly referring to the subject matter just testified to, I have before me the constitution and by-laws of the International Typographical Union of 1889, on page 44 of which appears sections 88 and 89, reading as follows: Heading, "Scale of Prices".

Mr. Shawe: Do you intend to offer that document?

The Witness: Section 88.

"Subordinate unions are recommended to adopt a conciliatory method of making important changes in their scale of prices," and so forth, "and are required, when they materially change their scale of prices, to notify sister unions of the fact."

Section 89:

"Subordinate unions are recommended to annually present their scale of prices for the employers to sign, which scale, when signed, shall be binding on both parties during the year."

Mr. Shawe: May I see that book please?

Mr. Van-Arkel: Yes, sir.

The Witness: The constitution, by-laws and general laws of the International Typographical Union as of 1898 provide in Sections 145 and 146, on page 60, as follows:

Section 145:

"Subordinate unions are recommended to adopt a conciliatory method of making important changes in their scale of prices," and so forth.

"Subordinate unions shall publish in the Typographical Journal all material changes in scales of prices."

Section 146:

"Subordinate unions are recommended to annually present their scale of prices for the employers to sign, which scale, when signed, shall be binding on both parties during the year."

The constitution book of laws of the International Typographical Union of 1903—

* * *

* * * The Witness: The constitution book of laws of the International Typographical Union of 1903 provides in Sections 153 and 154, on page 80, as follows:

Section 153:

"Subordinate unions are recommended to adopt a conciliatory method of making important changes in their scale of prices and before any change in the scale of prices is ought to be made effective, such proposed change shall be submitted to all the publishers interested.

"The International Typographical Union, when requested, shall allow a representative of the American Newspaper Publishers Association to be heard on important changes affecting their interests."

Section 154:

"Subordinate unions are recommended to annually present their scale of prices for the employers to sign, which scale, when signed, shall be binding on both parties during the year."

The book of laws of the International Typographical Union of 1947 provides in Section 32, Article 20, page 86, as follows:

"Subordinate unions are recommended to adopt a conciliatory method of making important changes in their scale of prices, and before any change in the scale of prices is ought to be made effective, such proposed change shall be submitted to all the publishers interested.

"The International Union, when requested, shall allow a representative of the American Newspaper Publishers Association, the Printers League of America, or Printers National Association to be heard on important changes affecting their interests."

Q. (By Mr. Van Arkel) In addition to the scale of prices, Mr. Randolph, were other matters the subject of the adoption of laws by the union in its early days?

A. The entire composing room operations was one governed by union laws and regulations.

Q. Do those laws cover such matters as apprenticeships?

A. In the earlier days they covered such matters of apprenticeship from a limited angle, but in later years completely so by way of providing technical training and providing for them membership in the union as apprentice members.

Q. Did the laws also cover such matters as the number of hours which members of the printers union would work?

A. They always covered the number of hours to be worked as a day's work.

Q. And did they cover the piece rates which would be charged?

A. They always covered the rates of pay no matter what the work might be.

Q. Did they also have provisions relating to the sanitary conditions in the shop?

A. Those are of later origin, but have been covered by union laws.

• • • •

Q. (By Mr. Van Arkel) Briefly, Mr. Randolph, would you describe the method by which the Typographical Union in its early days governed the working conditions of its members?

A. The wages, hours and working conditions were all set by action of the union, and the document in which they were printed was usually referred to as the scale of prices.

The records indicate that the foreman was always a union member. The records indicate that there were strikes as early as 1821 because of injection of non-union men in the composing room.

Q. Was that matter also covered by union laws?

A. The union laws did cover such incidents.

• • •

Q. (By Mr. Van Arkel) Is that information which you have gathered from your inspection of the records of the organization, Mr. Randolph?

• • •

The Witness: Yes, it is. It is in the history of the New York Typographical Union No. 6.

Trial Examiner Ringer: I want to be clear. As I got it, Mr. Shawe's basis for his motion was that he understood the witness to say this rule was adopted because of the fact something of that sort happened. I didn't so understand his testimony.

Mr. Van Arkel: I didn't so understand.

Mr. Edelman: No.

Trial Examiner Ringer: I suggest you clear that up. Wasn't that what you were saying?

Mr. Shawe: That is right.

Q. (By Mr. Van Arkel) Would you again state your answer?

Mr. Barban: If I may, Mr. Van Arkel: Again, if the Examiner please, and most respectfully, this gentleman is stating that he has derived certain information from records, and perhaps he has. But it is elementary in the field of trial practice that opposing counsel cannot cross examine witnesses who inspect records unless the records are brought into the hearing room. That applies here.

It is perfectly apparent that Mr. Randolph may go all over the United States and inspect records and come back here and report on those parts of the record that he wants to report on. We who sit here in Baltimore with the records in Cincinnati, New York, San Francisco, Chicago, cannot do anything about it.

There is a rule of evidence that is very well settled that when you have to refer to documents, the documents are the best evidence. I think that we are entitled to have the documents in this room that Mr. Randolph wishes to testify from.

• • •

• • • Q. (By Mr. Van Arkel) What was the source of your information, Mr. Randolph, concerning this strike in 1821?

A. It was a history of New York Typographical Union No. 6 which you have in your hands.

Q. That was published by whom and when?

A. It was published as part of the annual report of the Bureau of Labor Statistics of the State of New York in 1911; issued by the New York State Department of Labor.

Q. Mr. Randolph, did the body of the union laws become more complex with the passage of some years?

A. They did.

Q. Was some effort made to segregate the laws?

A. Yes. The book of laws was reorganized in approximately 1930. In the reorganization the sections of the law which had to do with the operation of composing rooms were segregated into the general laws. That was done as a matter of convenience and to meet objections of employers that the book of laws was too complex to be included as a whole in collective bargaining agreements.

The segregation accomplished the purpose of making a very small pamphlet of laws which have effect in composing room operation, and that was the purpose of the reorganization.

Q. What other divisions were made of the laws at that time?

A. The other divisions were maintained but into which were transferred many laws which had been in the general laws.

Q. Was a division at that time made to constitution, by-laws, general laws, and convention laws?

A. Those divisions had been in the book before. It was just a matter of reallocating the sections.

Q. So that when, in Section 13, the agreement which you proposed speaks of the general laws, those are the general laws which were segregated from the body of the laws about 1930. Would that be correct?

A. That is correct.

Q. Mr. Randolph, from your examination of the records, what was the first instance you found of an effort to reach a signed written agreement with an employer?

A. First evidence I found was in 1886 in Washington, D. C.

Q. And in that year did the printers of Washington enter into a collective bargaining agreement with their employers?

A. Yes, they did.

Q. Prior to that time, so far as your research discloses, were there any such agreements entered into?

A. There were none prior to 1886 in Washington, D. C.

Q. What was the development of the signed agreement of 1886?

A. It was an agreement between the local publishers, or local employers, in the commercial fields, and the local union.

Q. Thereafter did that form of collective bargaining have a rapid extension?

A. The basic form is still the basic form of the I.T.U. There has been a growth of the subjects covered by these agreements and there was a time when there was a policy adopted by the International Typographical Union during which time the arbitration of such local scales could be had through a procedure supplied by the International Typographical Union and the American Newspaper Publishers Association.

Q. What period was that, Mr. Randolph?

A. That was during the period from 1901 to 1922. But even during that time, recourse to the arbitration procedure had to be made through the signing of a local agreement between the local parties to use that form of procedure.

Q. By what method are the laws of the International Typographical Union adopted, Mr. Randolph?

A. The laws appearing in the constitution can only

be adopted by referendum vote. By-laws and general laws can be adopted either by referendum vote or by a convention of the International Typographical Union.

Q. How frequently are those conventions held?

A. Annually, unless something intervenes.

Q. How are the delegates to that convention selected?

A. They are elected by local unions by referendum vote.

Q. Is each local union represented at the convention?

A. Each local union sends a delegate. All can be represented.

* * *

* * * Q. (By Mr. Van Arkel) Let me ask this question of you, Mr. Randolph: Before a matter is made a law of the International Typographical Union, has that rule normally been practically applied before then?

A. The general laws have ofttimes been adopted after the subject matter has been covered extensively in collective bargaining. The adoption of a general law will have the effect of bringing the stragglers into a standard condition which has been largely accomplished in the larger unions by collective bargaining. That is the one way we have of stabilizing such conditions.

Other laws are adopted obviously from the need indicated at the moment for such a law.

Q. Can you give us any examples of the former?

A. The adoption of the 40-hour week, for instance, previously the adoption of the maximum 44 hours a week, both of which were accomplished during my membership in the union. In a great many instances the shorter work week was negotiated and established extensively and then it was placed in the book of laws as a maximum work week. After that the remaining unions were compelled by the law book that they helped make to bring their conditions in harmony with the maximum prescribed by the book of laws.

* * *

* * * Q. (By Mr. Van Arkel) Is it generally true, Mr. Randolph that the printing industry is a highly competitive industry?

A. That is true.

Q. Has that degree of competition been increasing or decreasing in recent years?

A. I can't say as to degree. There always has been very vicious competition in the printing industry during my life.

• • •

Q. (By Mr. Van Arkel) Are the printers' group rather mobile?

A. They supply printers as a mobile supply, yes.

Q. How is that problem handled by the union?

A. That is because of our system of issuing traveling cards to any member who may want to leave a city and work in another. All he has to do is to ask for a traveling card and get it. All he has to do is to deposit it in another city, get a working card and then work in that city.

• • •

• • • Q. (By Mr. Van Arkel) Mr. Randolph, to repeat the pending question, has the agreement between the Graphic Arts League of Baltimore and the Baltimore Local No. 12 been a variation from the national pattern in the past with respect to the inclusion of the laws of the International Typographical Union in that agreement?

• • •

The Witness: The question as I understand it deals with the pattern of a contract in accord with our laws and approved as such by the International President.

The first agreement with the Graphic Arts League in 1940 was in conformity with the pattern of the whole International Union and was approved by the International President as complying with our laws.

The amendments to that contract since that time have not been so approved in the commercial field.

Q. For the reason that they omit to include the general laws?

A. I do not know the particular reason for their not being properly approved. That varies with the years. In other words, when a convention adopts a new general law, the contracts for the year succeeding that convention naturally will have to take into consideration that change.

• • •

• • • Q. What are the areas of authority within which the International Union and the local union operate?

• • •

• • • The Witness: The laws of the International Typographical Union operate much as the laws between the nation and the states. All matters that are not delegated to the International Union in the International Book remain with the local unions. They have authority to make any rules not in conflict with the International Typographical Unions laws.

Q. (By Mr. Van Arkel) Specifically, Mr. Randolph, what has been the tradition of the International Typographical Union with reference to collective bargaining on the laws of the International Union?

A. The International Union and its local unions have never bargained the laws nor their effect.

Q. What has been the traditional area of collective bargaining in this industry?

A. The record as far back as I have been able to learn indicates that the laws of the union have been a basis upon which collective bargaining of other issues can be erected. The matters covered by the laws of the union are a prerequisite to any other conditions which may be bargained and made effective as between the parties. They are never in any way compromised so far as changing their operation or their meaning. They have always been effective and always have been exempted from any arbitration procedure we ever have engaged in.

Q. Have they also been exempted from the scope of collective bargaining?

A. They have been accepted as a matter of course as a basis upon which bargaining can be made from there on up.

Q. Let me, for example, turn to the question of wages. Do the laws of the International Union govern the wages of its members?

A. They do not.

Q. How have wages been determined in the industry since 1886?

A. They have been determined by collective bargaining.

Q. By whom has that bargaining been done?

A. By local unions and employers.

Q. Are there other matters which local unions have bargained with employers on?

A. They have bargained on wages, hours and working conditions. However, there have been in the laws

certain matters that affect wages, such as the overtime provisions, the amount over and above straight time which always has been required for overtime.

Q. How old is that tradition, Mr. Randolph, that these matters are not bargainable?

A. It goes all the way back to the beginning of the International Union and the Typographical Societies before then.

Trial Examiner Ringer: I would like to be clear on the meaning of the words you are using here, if I may interject, just for my own clarification.

When you say "not bargainable", do you mean that the union is not willing to bargain about or that for some reason or other are incapable of being bargained about?

"Bargainable" is an ambiguous word just in itself.

Mr. Van Arkel: Since Mr. Randolph is testifying, Mr. Examiner, I think I should ask him to clarify that on the record.

Trial Examiner Ringer: Your question, though, left that uncertain.

Mr. Van Arkel: I am afraid it did.

Q. (By Mr. Van Arkel) Could you clarify that, Mr. Randolph?

A. Yes. The laws of the union are not subject to change by the process of collective bargaining. When our unions enter collective bargaining, it is taken for granted that if a contract is to ensue that contract will contain such matters as are in accord with the laws of the International Typographical Union and approved by the President of the International Union as being in such accord.

Mr. Shawe: May I have that answer read?

(Answer read.)

Q. (By Mr. Van Arkel) Mr. Randolph, these general laws are, of course, made by the local unions acting through their conventions, are they not?

A. Yes; or referendum vote.

Q. Are the officers of the International Union bound by those laws in the same fashion as the local unions are bound by them?

A. Yes.

Q. Have there been occasions in the past when unions

have entered into agreements which were not in accord with the laws of the International Union?

A. Yes, sir.

Q. Can you give us any examples of making such contracts?

A. Well, there have been times when, in addition to Baltimore in the graphic arts field when Washington, D. C., Pittsburgh, San Francisco, California, Akron, Ohio, and no doubt many others, who have had contract which were not approved for some reason or other as being in accord with the law.

Q. What is the effect of operating under a non-approved contract?

A. The effect is that the International officers consider the union somewhat in disgrace, the local unions which either make a mistake, and I think sometimes they are honest mistakes in the signing of these agreements. There are other times when a local union will be induced to sign a contract believing it to be in accord with the law because the same kind of a contract was in accord the year before. They have not kept up with the requirements of the International law.

Usually those situations are straightened out in the next contract; sometimes they run for a period of time.

Q. Has the International Union in the past undertaken in any way to discipline your local unions which have entered into agreements not approved by the International Union?

A. Not to my knowledge.

Q. Does the existence of a non-approved contract in practice have any other effects?

A. The officers of the International Union, of course, cannot recognize an unapproved contract as any valid document, and quite naturally the executive officers will accept no responsibilities whatever with respect to such a document.

Q. What responsibilities can you take with respect to an approved contract, Mr. Randolph?

A. The International Typographical Union has, as far as I can recall, at least as long as I have been a member, and I have never seen any records to the contrary, the International Typographical Union has undertaken a responsibility to see that local unions live up to approved contracts. Whenever any local union gets

offside, the employer having an approved contract, may under our laws require the executive council to interpret the obligation of the local union relative to that contract, and when the executive council so interprets that obligation, the local union is required to live up to it.

Q. Have there been any changes during the year 1947 with respect to the authority of any local union of the International Typographical Union with respect to their power to bargain collectively?

A. The convention in Cleveland in 1947 adopted a collective bargaining policy, and that policy is binding on all local unions to the same degree that a law is binding, and in fact the policy has been incorporated as part of the law effective as of January 1, 1948.

Q. Have the spheres within which the local union is empowered to bargain collectively been altered by any action during the year 1947?

A. No.

Mr. Shawe: May we have clarification, sir, of the meaning of the word "sphere"?

Trial Examiner Ringer: Yes.

Q. (By Mr. Van Arkel) Would you care to expand on that, Mr. Randolph?

A. The Union still bargains on wages, hours and working conditions and still is bound by the law to see to it that any contract entered into is first approved by the President of the International Typographical Union as being in compliance with our laws.

Q. Return for a moment to the matter we were discussing before we turned to this agreement.

Did the local union retain the same power to enter into a non-approved agreement in 1947 which it had in previous years?

A. Yes.

Q. And in your judgment would the penalties for entering into a contract not approved by the International have been any different had they undertaken to do so?

A. They might have been.

Q. They might have been?

A. Yes.

Q. Could you amplify that a little?

A. Yes, I can amplify it.

The powers of the executive council with regard to discipling local unions, while I say they never have been exercised heretofore, to my knowledge, the fact that the union would be so seriously damaged in the violation of the laws and policies might result in a different action by the executive council since the Taft-Hartley law. I don't say they would; I say it might.

Q. In any event, that matter has not arisen, has it?

A. No, it has not.

Trial Examiner Ringer: That was back on the earlier subject?

Mr. Van Arkel: On the earlier subject, Mr. Examiner.

Trial Examiner Ringer: Before you took up 15?

Mr. Van Arkel: Yes. Now I am going to Section 15.

Mr. Barban: If the Examiner please, may I have a word informally?

Trial Examiner Ringer: Yes.

Off the record, please.

(Discussion off the record.)

Trial Examiner Ringer: On the record.

Proceed.

Q. (By Mr. Van Arkel) Mr. Randolph, from your examination of the record of the International Typographical Union, what is the first mention you have found of strikes or other economic action by workefs because non-union members were hired in printing shops?

Mr. Barban: Objection.

Trial Examiner Ringer: Objection is overruled.

The Witness: The first year I noticed was in 1821 in Albany, New York, as indicated in this volume of history of New York Typographical Union No. 6, published by the Bureau of Labor Statistics of the State of New York.

Q. (By Mr. Van Arkel) Do the records show there were other labor disturbances caused by the employment of non-union men in union shops thereafter?

A. I have not looked up any particular references to that, but the entire history of the Typographical Union is built around the closed shop operation. Having a membership of over 35 years, I can say it has been the positive policy for over 35 years from my personal experience.

Q. What is the membership of the International Typographical Union today, Mr. Randolph?

A. Approximately 87,000 journeymen and 5,000 apprentice members.

Q. What in your judgment would be the economic results in the printing industry of allowing non-union men to work in printing shops where union men are employed?

A. In my opinion it would destroy the International Typographical Union.

Q. Could you amplify that a bit?

A. Yes. We have approximately 845 local unions, of which approximately 607 have 50 members or less. The destruction of the organization would be easily accomplished by the injection of a non-union foreman in a small local, the hiring of one or two non-union company men, and from then on the kind of pressure which could be put on in a way which could not be proved or detected by non-technical people and it would result in the dissolution of that small local. Bearing in mind that a trade union, a labor union, has to exist by a relatively strong control of the labor supply, it is easy to see that with the destruction of 600 smaller unions, the opportunity for recruiting people to work in the larger centers would be magnified to the point where there would be little or no economic stability in the larger unions, with perhaps the exception of the very largest. That is why I say that the injection of non-union men in composing rooms would result in the absolute destruction within a not-too-long a time of the International Typographical Union.

Q. For how long a time, from your examination of the records, Mr. Randolph, has the closed shop been traditional among printers?

A. It has been a practice for all time past in the International Typographical Union.

Q. Are the members of the union thoroughly imbued with that tradition?

A. They are.

Q. Could you describe to us how the apprentice system works in the printing industry, Mr. Randolph?

A. An apprentice usually is hired by the foreman. He has to pass a physical examination.

Q. By whom is that examination given?

A. By some physician selected by the apprentice or the local union. He is given a technical examination at

the end of the first year which is a probationary one to see whether he fits into the trade or not.

Q. Who sets that examination?

A. The union through its apprentice committee gives the tests as to whether or not he is fitted to continue in the trade.

Q. How does his training proceed from that point on?

A. His training proceeds by working an additional five years at the business, during which time he must take a technical training course prescribed by the union and administered through the International Typographical Union headquarters.

Q. Do you have a separate department of the International Union which handles that training?

A. Yes, the Bureau of Education handles that technical training.

Q. Does that training include the setting of examinations by the International Union?

A. The apprentice must, in working out those lessons, produce the printed product and send proofs to headquarters, proofs being graded there, and he also must carry on the other technical and educational lessons, and they likewise are graded at I.T.U. headquarters.

When he has completed his course with a satisfactory grade he is then eligible for admission as a journeyman upon satisfactory proof to the local apprenticeship committee that he is a competent journeyman.

Q. Are those apprentice committees sometimes dual in the sense that both employers and the union are represented on them?

A. Yes. The International Typographical Union laws contemplate that kind of apprentice committee, joint apprentice committee. In cities where the employers are interested enough, numerous enough to form such a committee, they are entirely welcome as a joint committee in the handling of apprentices.

Q. Where would you say that the primary responsibility for the training of an apprentice rests?

A. It rests on the local unions.

Q. During the time that an apprentice is learning his trade, is he also taught the traditions of the union?

A. Yes. He is required to study a book of lessons in unionism.

Q. Has that resulted in a sense of loyalty on the part of the apprentices entering the trade to the International and the local Unions?

A. We hope it has.

* * *

GENERAL COUNSEL'S EXHIBIT 80-B

* * * Q. (By Mr. Van Arkel) Mr. Randolph, one or two additional questions on the matters we were covering yesterday.

About how many collective bargaining contracts had the International Typographical Union been a party to during the last year?

A. The locals of the International Typographical Union have each had at least one contract and for the most part two. That is, one in the newspaper field and one in the commercial field.

Q. And you have about 850 local unions?

A. Approximately, yes.

Q. Making a total of approximately 1700 collective bargaining agreements?

A. Well, perhaps half of the number might have only one, so it might be in the neighborhood of 1200 or 1500. I really don't know. Our form contract provides room for both fields of work on one document, and offtimes they are included in one contract.

Q. About how many of those contracts contain clauses which exempted matters which were covered by the laws of the union and which stated that those laws were not subject to arbitration under the agreement?

Mr. Barban: Objected to, for the same reasons given yesterday—no bearing on the present case.

Trial Examiner Ringer: Same ruling.

Overruled.

The Witness: With the exception of between 25 and 50, they are all so covered.

Q. (By Mr. Van Arkel) Are those clauses similar to Section 13 of the proposal made by Baltimore Local No. 12?

A. Let me see it, please.

(The witness was handed a copy of the proposal above referred to.)

The Witness: They are similar to the second paragraph of Section 13 of the proposal.

Q. (By Mr. Van Arkel) And what change, if any, has been made in the first paragraph of the proposal, Mr. Randolph?

A. Due to the impact of the Taft-Hartley Law, we anticipated the need for further recognition on the part

of the employer of the right of the union to adopt laws under which members may seek to accept employment, and there would be no interference by the employer in the observance of such laws or rules or decisions.

Q. I call your attention to the phrase "not in violation of law". Was that phrase contained in previous similar clauses, Mr. Randolph?

A. The clause, similar to others, is identical with the second paragraph of Section 13, with the exception of two words, the words "with law". The short section reads: "It is understood and agreed that the general laws of the International Typographical Union in effect January 1, 1947, not in conflict with law or this contract, shall govern relations between the parties on conditions not specifically enumerated herein." The two words "with law" were added to that paragraph.

Q. Was that done in order to remove any possible claim that this clause conflicted with the provisions of the Taft-Hartley Act?

A. That was the purpose of inserting those two words, yes, sir.

Trial Examiner Ringer: May I ask a question just to clarify my thoughts?

Are you referring to how it has been provided in most of the contracts that have been entered into in 1947, when you say you made the modifications?

The Witness: No. The second paragraph is similar to many provisions of current contracts.

Trial Examiner Ringer: Yes.

The Witness: With the exception of those two words, "with law". And we inserted those two words because of the desire on our part to eliminate any question as to the International Typographical Union desiring to make contracts contrary to the Taft-Hartley Law. So that our laws—the general laws of the ITU—not in conflict with law or this contract, shall govern relations between the parties on conditions not specifically enumerated herein.

* * *

Q. (By Mr. Van Arkel) Now, Mr. Randolph, I believe that at the close of yesterday's session we were discussing the apprenticeship system of the union. Have the employers of the country generally been satisfied with the apprenticeship training which the union has given?

A. Yes, they have.

Q. Are there any other printing schools in the country where young men may learn the craft?

A. Not to my knowledge.

* * *

Q. (By Mr. Van Arkel) As a practical matter, therefore, a young man desiring to enter the trade can do so only by taking the union educational course in printing?

A. After he gets a job in a shop. That is true.

Q. Does the union attempt at all to control the hiring of new apprentices by employers?

A. No. The original hiring is done by the foreman, but the boy has to work a year on a probationary basis, and then he is required to be registered with the union and become an apprentice member. At that time his qualifications for the trade are reviewed, and obviously he cannot proceed with his apprenticeship unless he is passed upon as being qualified.

Q. Would it be fair to say, therefore that the competent craftsmen in this field are graduates of the union course of instructions?

* * *

Q. (By Mr. Van Arkel) What other benefits does your organization offer its members or prospective members?

A. We have a pension system which covers, at the present time, over seven thousand aged and incapacitated members of the organization. They each receive twelve dollars a week. Beginning January 1 they will receive fourteen dollars a week.

* * *

Q. (By Mr. Van Arkel) Mr. Randolph, what are the traditions of the printing industry with respect to establishments being either all union or all non-union?

* * *

The Witness: The tradition of the industry is that they are either all union or all nonunion. The only exceptions, to my knowledge, are when the local union engages in an organizational campaign—the organization of some who are in the shop and the subsequent organization of the rest brings about a condition where at some time or other there may be few or many union men in the plant.

In addition to that, there are sometimes found instances where it has been possible for a union to get one of its members into a chronically nonunion shop to spread the gospel of unionism.

Q. (By Mr. Van Arkel) To what do you ascribe the fact that the industry has operated in that fashion, Mr. Randolph?

A. The historic attitude of the International Typographical Union has been that union men only work in union shops.

Q. And has that tradition comedown with the membership?

A. That has been one of the essential principles of the International Typographical Union—one of the main principles of the organization.

* * *

Q. (By Mr. Van Arkel) Are the members imbued with that tradition?

A. They are.

Q. And that is one of the reasons for the existence of this condition?

A. That is true.

Q. You have described here, Mr. Randolph, the operation of the apprentice system—the methods by which new employees are hired, and the like. If a closed shop condition were no longer to obtain in a particular printing enterprise, what would be the results, practically, upon the operations of the union?

* * * *

The Witness: It would seriously impair the operation of the apprentice system and would undoubtedly result in the destruction of the union.

Q. (By Mr. Van Arkel) What, in your judgment, would be the result upon the operation of the business?

A. You mean the printing?

Q. The employers' business.

A. The employers' business?

Q. Yes.

A. It would undoubtedly bring about a chaotic condition until such time as he was able to operate all nonunion.

Mr. Van Arkel: Mr. Examiner, I should like to direct a series of questions to Mr. Randolph directed to showing the reasonableness of the union's proposal contained in Section 17 of the Baltimore agreement, the first sentence of which reads: "The party of the first part—" that is the employer"—agrees not to require its employees to perform work on composition or other work executed or to be further worked on wholly or in part by employees working under substandard conditions, as defined by the party of the second part"—that is the union. Now, Mr. Randolph, with what practical problem of the union does the clause which I have just read deal? Would you like to look at it?

The Witness: Yes.

(The proposal above referred to was shown to the witness.)

The Witness: Which section?

Mr. Van Arkel: Section 17.

The Witness: It deals with the possibility of an employer having a portion of his work done by a nonunion plant, by nonunion workers, who may be getting substandard wages or working under substandard conditions, all of which would be in competition with the members of our union, and this section is to have the employer agree that he will, in the exercise of his choice of having work done in his own plant or trying to get it outside, have it done in his own plant, and not require our members to work on such substandard production.

Q. (By Mr. Van Arkel): Would that also include the problem of requiring union members to work on goods which were produced by plants which were on strike?

A. It would, yes.

Q. Now, Mr. Randolph, from your knowledge, in the history of the union, can you tell us the reasons which have led the union, historically, to refuse to work on unfair goods or struck goods?

A. The reason lies in the fact that if it were tolerated by the members, the substandard conditions would tend to become the rule rather than union conditions. In other words, there would be a drag downwards by virtue of the fact that the cheaper product could be forced into a union plant and thereby cause the employer to constantly compare the idea of buying substandard rather than pay the union wages and conditions.

Q. Would you say that such a provision was in the interest of those employers who wished to pay fair wages?

A. It undoubtedly is in their interest.

Q. Has that idea been expressed to you by some employers, Mr. Randolph?

A. Well, I can't say that they have expressed it in that way. They have objected to unfair competitive methods. For instance, in a city there may be a trade plant selling only linotype composition. If that trade plant is operated on a nonunion basis and one union employer is permitted to buy a cheaper product from the trade plant, other union employers that have their own machines and do their own composition at fair wages and conditions would undoubtedly be entitled to a complaint.

Q. Have there been instances where they have complained to you under those circumstances, Mr. Randolph?

A. Not to me. There have been difficulties within local unions because of attempts to do that.

Q. Do you know when such clauses were first included in union agreements?

A. No, I can't answer that question specifically.

Q. Has—

A. Yes, I can too. I can give you the first time that the struck work clause appears in the International Typographical Union Book of Laws. That was in 1906.

* * *

Q. (By Mr. Van Arkel) In your judgment, Mr. Randolph, could the union compel its members to work on struck goods or unfair goods?

A. No, it could not.

Q. Do you anticipate that the union will ever try to compel its members to work on struck goods or unfair goods?

A. I can't imagine a condition when the union would ever attempt to do it.

* * *

Mr. Van Arkel: Mr. Examiner, I should now like to direct a certain number of questions to the witness to demonstrate the reasonableness of Section 14, the first sentence of which reads as follows:

"The party of the first part—" that is the employer "—agrees that he will not assign any work traditionally performed by journeymen and apprentice printers, as

defined by the party of the second part, except to journeymen and apprentice printers."

Q. (By Mr. Van Arkel) Now, Mr. Randolph, what practical problem of the union is that clause directed to?

A. It is directed to the desire of the union to keep its members employed on the type of work that has been done by journeymen and apprentice printers, and to prevent the employer from taking away classes of that work and giving it to other people, whether they are organized or not.

Q. Is that the problem of the jurisdiction of the union, Mr. Randolph?

A. That is, yes.

Q. Could you state for us briefly why it is necessary for the union to state and protect the jurisdiction which it has?

A. The jurisdiction over work has always been determined by the union itself. The kind of work that has been traditionally composing room work, and the evolution thereof is the essence of jurisdiction. We have always insisted that the introduction of new machines or new processes into the composing room called for the employment of our members on that machinery or on those processes.

In following that policy, the members of the union have worked on every new machine that has been introduced into composing room operation, such as the linotype, the monotype, the Elrod, the Ludlow machine, and various others that have come in and some that are about to come in—that are being introduced at this time.

The union has never—and I think never will—permitted the employers or any outside agency whatever to prescribe the extent or the scope of the jurisdiction over which the union will have its members employed. The very essence of the stability of the union demands that course, because if the union loses portion after portion of composing room work at the will of somene else, it will not only result in a chaotic condition in the industry but work toward the dissolution of the union.

We believe that the opportunity that is presented through the Taft-Hartley Law might encourage employers to take away some of the jurisdiction of the union as of the past, or prevent the union from exercising jurisdiction on new machinery. And that is why we ask them

to agree to Section 14. It is proposed in anticipation of a possible choice on the part of the employer that would be detrimental to the union.

Q. When that clause speaks of journeymen printers and apprentices, does that have any relation to their union membership or nonmembership?

A. No, it does not.

Q. Does that have any relation whatsoever to any closed shop problem?

A. No.

Q. Have technological changes been rather rapid in the printing industry in recent years, Mr. Randolph?

A. Yes.

Q. Have clauses similar to that clause been included in agreements negotiated during the past years?

A. No. It has not been necessary.

Q. Has that matter been covered by the union clause up to this time?

A. Yes, sir.

Q. And have the employers up to this point acquiesced in your determination of the jurisdictional boundaries of your organization?

* * *

The Witness: They have acquiesced by the agreement to the operation of ITU laws.

Q. And was it the Taft-Hartley Act that induced you to include this in the proposal to be presented?

A. It was.

Q. Mr. Randolph, you have described certain basic policies and problems of the union, and the position which the union is taking with respect to them. Under those policies, has the history of the printing industry been generally peaceful?

A. It has.

Q. Do you know whether or not—. Strike that. Do you know how the strikes in the printing industry compare to strikes in comparable industries?

A. We believe that we have had fewer strikes than other industries.

Q. When was it that the last strike of any importance in the industry took place?

A. The last Nation-wide strike was in 1921.

Q. On what issue?

A. The shorter workweek in the commercial field.

Q. And there have been no major strikes since that time, is that correct?

A. There have been no major strikes since that time.

Q. Has it been the policy of the union to insist that its members comply with the laws which you have been describing?

A. Yes, it has.

Q. Has the union taken affirmative steps to compel adherence to the laws of the organization?

A. The local unions are the places for such action. The action originates in local unions by preferring charges and carrying on a trial in the local union, and the possibility of appeal from the local union to the executive council of the International Typographical Union, and from there to the convention.

Q. Of whom does the executive council of the union consist, Mr. Randolph?

A. It consists of four officers at the present time: the president, the first and second vice presidents, and the secretary-treasurer. The laws provide for a third vice president, but one has not been elected due to an internal difficulty.

* * *

Q. (By Mr. Van Arkel) Now, Mr. Randolph, when the Taft-Hartley Act was passed, did you consider the impact of that Act upon the policies which you have been describing here?

A. We were compelled to immediately give serious and sustained consideration to that problem.

Q. What was your opinion of the effect of the Taft-Hartley Act upon the policies which the union had been following up to the time of its passage?

A. It immediately occurred to us that it was quite a disastrous impact.

Q. Did you consider alternative methods of meeting the problems which confronted you as a result of the passage of that Act?

A. Yes. We were compelled immediately to provide some means of advising our unions as to the best course to pursue between June 23 and August 22, and in doing do we consulted legal advice, and tried to find some way of having contracts which could be extended for another year as regards the closed shop issue extended.

We prepared a form that was sent out to all unions by which they could secure, with the employers' consent, a continuance of the contract for whatever period allowed by law. That form was generally rebuffed by employers, and not very many of them were used for the extension of agreements. We called that Form A, and its terms were substantially as indicated in one of the postcards in evidence.

Q. Mr. Randolph, I will ask you to examine Board's Exhibit No. 6. Is that what you refer to as Form A?

A. It appears to be, although Form A was in printed form. This is typewritten.

Q. Now, at what further decisions did you arrive, Mr. Randolph, in considering the problem facing your union under the Taft-Hartley Act?

A. We then considered what it was possible to do with regard to contracts expiring that could not be extended, either by Form A or by the impact of the Taft-Hartley Law. We considered what policy was best to follow to preserve the rights of our members and to preserve as many rights and prerogatives that could be agreed to by the employer.

We found it almost impossible to live as a union if the kind of a contract we had been signing was continued, and if the employer took advantage of all of the prerogatives offered him under the Taft-Hartley Law. That gave rise to our careful examination of the provisions of the Taft-Hartley Law, and the formulation of a means of continuing harmonious relations, continuing a closed shop condition as much as possible without bringing about a chaotic condition in the industry. We did not seek to establish closed shop contracts but we did try to revert to a very old policy of the union, namely, prescribing the conditions under which our members would work, and allowing our members to offer their services only under such conditions. Pursuant to that policy we devised a form called "Conditions of Employment".

Q. I show you, Mr. Randolph, Board Exhibit 3, headed "Conditions of Employment". Is that a copy of the document which you formulated at that time?

A. Yes, it is. I can't be sure that that is a copy of the one formulated at that time. There were several drafts of the conditions of employment over the past several years.

Q. Had these conditions of employment been in use before the passage of the Taft-Hartley Act, or something similar?

A. Yes. We had been using that form in states where anti-closed shop laws had been passed.

Q. And what had been the results of operating under a system of conditions of employment in those states?

A. Some plants were operated under the conditions of employment form in Florida, and some in Arkansas. I believe also in South Dakota.

* * *

Q. (By Mr. Van Arkel) Did men continue at work as they had in the past under the conditions of employment in those states?

A. Yes.

Q. Were there any prosecutions by any State officials of your organization under those conditions of employment?

A. No.

Q. Was any exception taken to them by any authority of any State?

A. No.

Q. As a result of your consideration of the problems, Mr. Randolph, did the executive council make some recommendations to the convention?

A. The whole matter of what ITU policy was to be was considered by the convention by a special committee. The acts of the executive council prior to the convention were based on what the council thought could be done and should be done, but the policy followed subsequent to the convention was one that had to be considered formulated and adopted by the convention.

Q. And could you summarize briefly what the policy was that was decided upon by the convention? The convention took place in August, did it not, Mr. Randolph?

A. Yes, it did.

The policy adopted by the convention and, I believe, already introduced in evidence, as adopted also with the help of legal advice, and it was intended that no law be violated, but that every avenue of protection that could be accorded our members be taken advantage of. The policy contemplated the use of the conditions of employment form, and because of our previous experience

we anticipated it would be successful, and without much complaint by employers.

• • •

Q. (By Mr. Van Arkel) Mr. Randolph, subsequent to the preparation of the original conditions of employment which have been referred to here, did you cause to have prepared another form of conditions of employment?

A. Yes. We have. Subsequent to the convention we prepared two forms, one a proposed agreement, and what we refer to as a short form of conditions of employment.

Q. And is what you are holding in your hand now the so-called short form of conditions of employment?

A. Yes, it is.

Q. And about when was that prepared?

A. About the first of October.

• • •

• • • Q. (By Mr. Van Arkel) Mr. Randolph, was it part of the convention policy to endeavor to induce employers to get along without written, signed agreements?

A. That was the purpose of the convention policy as promulgated.

Q. What was the reaction to that policy?

A. The secretaries of employers' associations immediately opposed it with their bulletins and advice to employers. There was an immediate reaction by a speech delivered by General Counsel Denham to the Bar Association in Cleveland indicating quite plainly that it was illegal. There was a convention of employers at French Lick, Indiana, wherein Counsel Schrower of the Joint Committee of Congress very fortunately indicated that the ITU policy was illegal.

Q. Did you take any further action as a result of that criticism?

A. Yes. We were immediately met by opposition on a general scale by employers to the use of the conditions of employment form, and considering the eminent authorities that decided we were illegal, we had to do something about it, especially desiring to get along with the employers and trying to keep from violating the Taft-Hartley Law. We were compelled to take a further look at the whole picture, and hired a couple more lawyers.

(Laughter)

Q. What was the result of that, Mr. Randolph?

A. Well, we have to advise our members en masse. We have to do our business in a fish bowl, and everything that we tell our members about is immediately in the hands of the employers. So we had to issue a very clear statement which we entitled "Change in Strategy", and I believe that has been introduced in evidence.

Q. Did you, in connection with the so-called "Change in Strategy" bulletin, send out other instructions to the officers and members of the union?

A. We did, yes.

* * *

* * * Q. (By Mr. Van Arkel) Now, Mr. Randolph, on what provisions of the Taft-Hartley Act did you rely in determining upon conditions of employment?

* * *

The Witness: We connected up our policy of issuing conditions of employment to govern our members with Section 8(d) of the Labor Management Relations Act of 1947, and especially with regard to the duties of the parties in collective bargaining, referred to in the first part of that section, and I quote:

> "For the purposes of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment."

It was our belief, which was buttressed by the opinion of attorney, that we were meeting the conditions specified in Section 8(d) by the use of our conditions of employment, so long as we met and conferred with the employer concerning the wages, hours, and other terms and conditions of employment we sought to establish. It was our purpose—and we believed it was a legal purpose—to elicit from the employer information indicating what we might say was his point of resistance—how much he would stand for without trouble—and if he agreed with our conditions of employment he was agreeing and would agree that there would be no written contract and we would enforce them in the office and in such other offices—where negotiation is with employer associations—

as may not be within the association, but the employees are members.

The differentiation between the first sentence, or between the words I have quoted and the words immediately following, bore out to us and to our legal advice the fact that we did not need to bargain for a contract if we would rather pursue the other course. The words immediately following what I have just read are: ". . . or the negotiation of an agreement or any question arising thereunder in the execution of a written contract incorporating any agreement reached if requested by either party to agree to a proposal or require the making of a concession.".

The words I have just read were interpreted by us and by legal counsel to mean that we could negotiate for an agreement, and if we agreed that we would be compelled by the law to reduce it to writing. We gave a great deal of consideration to the language ". . . but such obligation does not compel either party to agree to a proposal or require the making of a concession". That is a new section added to the law, and we believe it means something. But after talking to our lawyer who advised us in this matter, and two additional lawyers, we are at a loss to know what the words mean. Obviously, they mean something. It is an addition to the law.

We concluded among our members of the council that they did mean something, and that they were helpful in our applying the conditions of employment, which appeared to us to be authorized by the first portion of Section 8(d), originally read by me.

The refusal by the employers generally to accept our plan of operating under conditions of employment caused us to issue the statement which has been put in evidence, and is entitled "Explanation of Change in Strategy Because of Attack By National Labor Relations Board Counsel Against Our Collective Bargaining Policy".

We then considered at great length how we could possibly protect ourselves if we would sign any kind of a contract. We conceived it necessary for making unusual contract provisions because of the unusual law.

There were three basic and fundamental policies and practices of the ITU at stake; the right to work only with union men; the right to work only on a union product;

and the right to work only on matters within the jurisdiction of the union. It appeared to us that the impact of the Taft-Hartley Law was specifically directed against those three very essential things to the International Typographical Union, and our attempts to make contract provisions protecting within the law such practices was our greatest concern.

We still believe that the conditions of employment form is the best for both employers and the union, but because it has met with such organized opposition in the employer group we proposed such a contract as our lawyers could approve to the extent of protecting us on the three points that I have just mentioned. And in regard to that, we offered advice to the Baltimore Typographical Union with respect to the specific sections offered and objected to by the Baltimore employers in the closing sessions of negotiations here in this city.

The proposal of the local union contains in essence those contract provisions that were thought to be protective, and the International Union therefore believes it is in compliance with both the first part of the section and the last part, the first part being ". . . and confer in good faith with respect to wages, hours, and other terms and conditions of employment", and in offering such a contract as we can advise our locals to sign with the maximum amount of protection and the minimum amount of damage.

We believe we are complying with the latter part of the sentence, which says: ". . . or the negotiation of an agreement or any question arising thereunder in the execution of a written contract incorporating any agreement reached if requested by either party".

The standard advice, or the advice given the Baltimore Union, has been standardized and sent to all other local unions in the form of a printed proposed contract, which contains in essence the sections given to the employers in Baltimore through the Baltimore Typographical Union.

Q. (By Mr. Van Arkel) Is that the form designated as Form P-6-A, Mr. Randolph?

A. It is.

Q. Was the Baltimore Union authorized to sign and enter into the agreement which they presented—the proposal which they presented?

A. They were so authorized, and I may say that the authorization comes by way of information to the local union that if they offer such a contract and then follow our own laws by referring them back to the president of the International Union for approval as being in compliance with our laws, this information given to them by letter was to indicate that if included in an agreement it would be approved. That is the import of the authorization.

Q. And is the same true of all other locals throughout the country, that they are authorized to sign an agreement containing these prospective clauses, and that an agreement containing such clauses will be approved by the International Union?

A. That is true.

* * *

Q. Now, Mr. Randolph, in your judgment, were each of these proposals the best that the union could do under the Taft-Hartley Act, and within the law, to comply with the practical problems presented to your union by the Taft-Hartley Act?

A. To solve those problems, yes.

Q. And in your judgment, was each of these proposals, Sections 12 through 19, a necessary step from the point of view of your organization in meeting the problems raised by the Taft-Hartley Act?

A. That is true.

Q. Was that also the judgment of the executive council?

A. It was, yes.

Q. Is it the present position of the International Typographical Union, Mr. Randolph, that they have remained willing to continue collective bargaining without an agreement?

A. Yes, it is.

Q. And I believe you have already stated that you are willing to enter into an agreement containing such protective clauses if the employer agrees to them?

A. Yes, the policy does permit that.

* * *

Q. Now Mr. Randolph, the agreement which was presented—is an agreement of indefinite duration terminable

on sixty days notice. Why was it necessary or desirable, or both, for the union to insist that a contract might be cancelled by it on sixty days notice?

* * *

The Witness: We conceive that if the contract was for a longer period the dangers to the union would multiply. By limiting the contract to sixty days, we have an opportunity to continue the usual relations and to await the moves of any employers who may desire to hire non-union help, put non-union work in the composing room, or interfere with our jurisdiction. It is our belief that if he does that we need to have the opportunity to cancel that contract at the earliest possible date.

The sixty-day limitation of the Taft-Hartley Law forces at least a sixty-day interim. If the law provided thirty days we would have to put in thirty days, or if it provided ten, we would have put in ten. We are complying with the sixty-day requirement of the law, and if we desire to eliminate contractual relations at any time the employer may do something that will destroy the union, and if he does things under those three heads—if he brings in nonunion men, if he brings in nonunion material, or if he takes the jurisdiction away from the union—he is trying to destroy the union, and we do not want a contract under those circumstances, nor do we want to take the responsibility for carrying on under such a contract, and possibly be sued for damages by the employer, by any of his customers, by nonunion people, and all of the others who may enter into the picture to destroy the union.

Q. (By Mr. Van Arkel) Was another reason, Mr. Randolph, for not desiring a longer agreement under present circumstances, the rising cost of living?

A. That is present now, yes.

Q. Mr. Randolph, has any representative of the Baltimore Graphic Arts League at any time requested you to bargain collectively?

A. No, they have not appealed to the International Union.

Q. Has any request been made, to your knowledge, to any other officer of the International Typographical Union to bargain collectively?

A. There has not.

* * *

Q. (By Mr. Van Arkel) Mr. Randolph, I would like to direct your attention to Board's Exhibit 15, the last page of which is a document dated October 4, 1947, headed "Graphic Arts League Counter Proposal, to be substituted for Sections 15, 17, and 18 of ITU Proposal". Now, in this counter proposal, Mr. Randolph, you will observe that the union agrees that neither the union, its officers, agents, or members—. Strike that.

By this proposal it would be agreed that the union, its officers, agents, and members agree that they will not authorize, ratify, permit, aid, assist, or participate in any strike, slow down, or other interruption of production for any reason whatever. You will observe that by paragraph 2 of that the union agrees to discipline the employees involved in such action, and use any other means at its disposal to prevent or terminate any such action.

Now, under such proposal, Mr. Randolph, what would be the result if the employer were to hire a nonunion man, and union members, exercising their individual right to quit work in protest against such action, were to leave their jobs?

A. Why, I can only presume that the employer would want to sue the union.

Q. Because of the clause that requires them to discipline such members?

A. Well, in the first paragraph that you read it states that the union, its officers, agents, and members agree that they will not authorize, ratify, permit, aid, assist, or participate in any strike, slow down, or other interruption to production for any reason whatever. I can say that the whole proposal, if forwarded to headquarters, would have to be rejected as being contrary to the laws of the International Union. I would have to say that the laws of the International Union fully cover the matter of discipline for unauthorized strikes; that under no circumstances could a union, a local union, be authorized to engage in any such agreement as is specified in that proposal dated October 4, of the Graphic Arts League, as a counter proposal to be substituted for Sections 15, 17, and 18 of the ITU proposal.

Q. What sections of the constitution and by-laws govern the unauthorized stoppage of work, Mr. Randolph?

A. Sections 3, 7, and 8 of Article 19 of the International Typographical Union By-Laws.

Q. And how has that problem been handled in the past?

A. As outlined specifically in those sections.

• • •

Q. (By Mr. Van Arkel) Mr. Randolph, what was the purpose of getting out the document which was introduced this morning, which you identified as the short form conditions of employment, and which was marked in evidence as Respondent's Exhibit Number 6?

A. The purpose of that form was to provide a means of local unions to meet a condition which was presented by prolonged negotiations for a contract.

The impact of the Taft-Hartley Law has tended to stop agreements being consumated to the point where a number of employers have unilaterally changed conditions themselves, pending conclusion of a contract.

It appears necessary that the Union be apprized of a legal means, or a means approved by the Executive Council, for doing the same thing—that is, increasing wages pending the conclusion of collective bargaining procedures.

• • •

Cross Examination.

Q. (By Mr. Barban) Mr. Randolph, directing your attention entirely to the contention that has been made here that up until the latter part of the Nineteenth Century the Union set its wage rates unilaterally, don't you know, sir, as a matter of fact, that quite often during that entire period the Unions agreed to bargain collectively with employers on wage rates?

A. It all depends on what you mean by bargaining collectively. It wasn't known in those days as it is interpreted these days. They did present their scales of prices to employers, as indicated in the International Book of Laws that I read to you, and sometimes they made adjustments based on employers' complaints.

Q. And, as a matter of fact, dating back as early as 1809, the Unions and the employers met together to discuss wage rates, made mutual concessions and came to agreements on wage rates?

A. Without any signed agreement being made.

* * *

Q. Now, I have in my hand here, Mr. Randolph, this book of the New York State Department of Labor, issued in 1911, from which you read and testified. It is a thick book, and I couldn't read it all last night, but I have gone through it and I would like to draw your attention to this, beginning at page 55.

The New York Typographical Union Number 6 gives a report of the Union Number 6 on October 28, 1809. I would like to have you follow me. You will find on page 55 here that the Scale Committee got themselves up a scale of prices, and on page 56 I call your attention to the fact that it states here—well, I will read from the report beginning on page 55:

"The Typographical Society met in general session on October 28 and received a report from the Scale Committee, the members of which informed the Association that they had delivered a printed list of the prices to each Master Printer, agreeable to instructions; that the Master Printers themselves made a list of prices which they presented for the consideration of the Society, and that they had received a note directed to the Committee of Journeymen Printers in which they requested that a Committee of the Society might be appointed to confer with their Committee in order, if possible, to effect an accommodation."

* * *

Q. (By Mr. Barban) I will continue on page 55. I don't think we can break this paragraph off, but will have to read the whole thing:

"The reading of the communication from the Master Printer elicited an observation by one of the members of the Society, as described in the minutes, 'that though he disliked the stile of the note, which savored much of despotism, yet he thought it consistent that we should comply with their request; he therefore moved that a Committee of three from our body be appointed to confer with the Committee of Master Printers.' This was carried. Then it was, 'Moved that the list of prices be read by articles and the voice of the meeting taken on each, in order that the Committee might be instructed wherein

to adhere to the list, and in what article they would be willing to relax; which, after some opposition, being carried, the list was read and considered by articles. The Committee were then instructed to adhere strictly to the original list, excepting the Third Article of composition, and the Fifth, Eighth and Tenth of presswork, which articles the Society were of the opinion might be modified.' "

Now, following that you have a special meeting held by the Society in which it was:

"Reported that they had waited on the Committee of Master Printers who met them with a frankness which was highly creditable to themselves and pleasing to the Committee. They had made many concessions, and the Committee, desirous of putting a speedy termination to our differences, has also consented to advocate some trifling concessions"—this being from the Union's Minutes—"and the Committee on our part of points—"

Mr. Kaiser: Is that part of what you were reading, or your comment?

Mr. Barban: I am reading a quotation from the Minutes as stated in this document.

Mr. Kaiser: "This being from the Union's Minutes"?

Mr. Barban: "This being from the Union's Minutes" is my own comment.

I would like to ask Mr. Randolph if I am not reading from a quotation of the Union's Minutes?

The Witness: Beginning with the words, "Reported that they had waited on the Committee of Master Printers who met them with a frankness which was highly creditable . . . "

No, beginning with, "Reported that they had waited on Committee of Master Printers," says the Minutes, "who met them with a frankness which was highly creditable to themselves and pleasing to the Committee. They had made many concessions and the Committee, desirous of putting a speedy termination to our differences, has also consented to advocate some trifling concessions on our part of points which they conceived to be in some measure unjust and which, in the present state of our affairs, were not worth contending for," and the quotation goes on.

Q. (By Mr. Barban) "Some points, however, insisted upon by them in the opinion of the Committee were not proper to be contended, and they had the hope—"

A. "—and hoped that the meeting will be of the same opinion."

Q. Now, I want you to read further here, Mr. Randolph—

Mr. Kaiser: Mr. Examiner, we are prepared to stipulate as to the language contained on the page, if at all relevant.

Mr. Barban: I am merely trying to establish through Mr. Randolph, and contrary to his statement, that this book, to which he referred yesterday, shows at this place, for one, that the conference I have referred to and further conferences were had between the Union and the employers which resulted in a satisfactory adjustment of the points at issue.

Q. (By Mr. Barban) Isn't that correct?

A. No, because you haven't read the full report of that meeting, which indicates that the requests of the employers were refused, and the motion to make concessions to the employers denied, and then "it was also moved that the list of prices as settled this evening be returned to the Committee by them to be again presented to the Committee of Master Printers for their deliberation, and that this be considered the ultimatum for our deliberations on the subject."

Q. All right. Now, Mr. Randolph, you have just been sitting here and reading this, and I will ask you this on what you read.

Does it not state in this book that after having met in 1809, since we have to go that far back, that having met with the employers, the Union Committee made certain concessions to the employers, some of which concessions were adopted by the Union?

* * *

Q. (By Mr. Barban) Is that not true, Mr. Randolph?

A. The import of the reading, as I read it, is that the Union unilaterally set the scale of prices. They did discuss the matter, as they always did, with the employers, but they did unilaterally establish it, and the next paragraph shows that some printers were on strike—using the words "turned out" as on strike—and while they were on strike it indicates some further few considerations were given to the employer, but it was the definite unilateral action of the Union that decided what the scale would be.

* * *

Q. (By Mr. Barban) Mr. Randolph, do you recall testifying before the Senate Small Business Committee on May 7, 1947?

A. I remember testifying there, but I am not sure of the date.

Q. That was in the spring of this year, in any event?

A. Yes.

Q. Do you recall testifying with regard to the International Typographical Union that the history of the International Typographical Union shows a slow progress of delegating authority of Local Unions to the International Union?

A. If you are reading it out of the transcript, I will admit it.

Q. Well, I have here a certified copy of the transcript. I will show you that, and ask if that isn't what you testified?

Mr. Kaiser: What page is that?

Mr. Barban: Page 581.

The Witness: That is right.

Q. (By Mr. Barban) Did you not further testify before that same Committee that it is obvious from the foregoing that when anyone speaks of an action of the International Typographical Union, he is speaking of an action of all the members of the International Typographical Union, either through the delegates they have sent to conventions, or through referendum votes on fundamental policies that may have been referred to the members for action?

A. I accept your reading as a statement.

Q. Further, did you not testify that from the beginning of the International Typographical Union, and during the life of Typographical Societies before that time, the laws of the Society or Union governing shop practices and even scales of prices determined the facts of the union shop?

A. That is right.

Q. Did you not further testify that at no time has the ITU, or any local thereof, operated on other than a closed shop basis, and whether it can make contracts therefore or not, it will continue to function on that basis?

A. I assume that is what I said.

Q. Well, I will show it to you. Here it is at the bottom of the page.

A. Yes, that is right.

• • •

Q. (By Mr. Barban) Mr. Randolph, you stated several times here that the local unions are not permitted to arbitrate the laws of the International. Is that correct?

A. That is right.

Q. Do I also understand you to say that they are not authorized to concede any of the provisions that appear in the laws of the I.T.U.?

A. None of the mandatory provisions.

Q. And among these provisions which they may not arbitrate or concede are the general laws of the I.T.U. Is that not true?

A. That is right.

Q. And these general laws of the I.T.U. set forth specific clauses and specific matters to be incorporated in contracts?

A. It contains some that are to be incorporated, and contains some that are to be proposed for negotiation, and they contain others that are operative because of themselves.

Q. None of which any local union may recede from?

A. With exceptions.

Q. Which appear on the face of this document, your general laws itself?

A. No. With further exception of those that may be in violation of civil laws.

Q. Now, with respect to the disciplining of members and local unions that violate the policies and laws of the International, you testified on direct that there was an additional penalty which was imposed for the first time during your recent convention. Is it not true that, Mr. Randolph, for the first time your executive committee can now expel from membership any member or union that does not abide by the policies and laws of the International?

A. That is not true.

Q. Is it not true that at the last convention held this year in August the convention amended section 43 of Article 4 of the by-laws giving the executive council the power of expulsion; whereas, previously the only power that the executive committee had was suspension?

A. That is not true.

Q. Well, what is true?

A. It amended Section 43, Article 4 of the by-laws by changing the word "suspension" to "expulsion".

Q. That is true?

A. That is true.

Q. As a matter of fact, is it not true that this same executive council is the authority which enforces your collective bargaining policy adopted at the recent conventions?

A. That is right.

* * *

Q. And, as a matter of fact, Mr. Randolph, is it not true that under proposition 107 at your convention in August, Section 2 of Article 3 of your general laws were amended to provide that the local unions should comply with your policy as well as your International laws with respect to any contracts?

A. I believe that is so.

Trial Examiner Ringer: Will you look to see whether it is or not, Mr. Randolph?

* * *

Q. (By Mr. Barban) You have a copy of the general laws of the union in your hands, do you not, sir?

A. Of 1947.

Q. I refer you to page 101 of the document that has been received in evidence as Board's Exhibit 4, and refer you to Section 2 on page 101, which says: "No local union shall sign a contract guaranteeing its members to work for any proprietor, firm or corporation unless such contract is in accordance with International law."

At that point, was this not amended to state: "In accordance with International law, or International law and policy"?

A. I still think that was done, but I don't have the proposition here. Our 1948 laws are in process of being compiled now and that is why I don't have it here.

* * *

Q. (By Mr. Barban) As a matter of fact, Mr. Randolph, this collective bargaining policy which was adopted on the fifth day of the convention, does that not provide specifically that until the Taft-Hartley Act has been amended and free collective bargaining is again recognized, "Our members may accept employment only from employers who are willing to employ them under the Conditions of Employment which the several unions adopt, after approval by the Executive Council of the I.T.U.?"

A. It so provides, but that is not conclusive.

Q. That is the way it is stated in this collective bargaining policy, is that not true?

A. That is one paragraph of it, yes.

Q. Mr. Randolph, referring you to the proposal which has been referred to here as your form P6A your proposal which was submitted to the Baltimore Graphic Arts League, there was some testimony this morning from you on Section 14, which stated—I refer you to the first sentence of Section 4 which stated—"The party of the first part agrees that he will • • •" and that is the employer—"• • • not assign any work traditionally performed by journeymen and apprentice printers, as defined by the party of the second part, except to journeymen and apprentice printers."

Did you state this morning that that section would not impose a closed shop on the employer?

A. I did.

Q. As a matter of fact, don't your general laws provide in Section 10, with reference to journeymen and foremen, that all persons performing the work of foremen or journeymen at any branch of the printing trade at offices under the jurisdiction of the International Typographical Union must be active members of the local union of their craft and entitled to all the privileges and benefits of membership?

A. I accept your reading of that section as correct.

Q. That Section 10 of Article 5 of the General Laws which are in evidence, Mr. Randolph, in connection with that, I would like to ask you this: If you were to define who are the journeymen and apprentices and if the employer is compelled to assign work only to your journeymen and apprentices under your laws, must they not assign work only to union members?

A. That is not what Section 14 says, nor does Section 14 anticipate that.

Q. However, you were not here in Baltimore bargaining on Section 14, were you?

A. I was not privileged to come in.

Q. You were denied the right to come in?

A. I wasn't asked in, and I don't push my way in.

Q. And that is your interpretation of Section 14?

A. Yes.

Q. I will ask you, Mr. Randolph, if it is not true that other sections of your general laws, principally in Article 7 of the general laws and Article 8 of the General Laws, provide that on various other operations performed in the composing room only union members may be employed?

A. Whatever those sections say, that is what the book of law provides.

Q. And isn't it a fact that your book of laws also provides that union members may accept work only from union foremen, and if they accept work from anyone other than a union foreman, they are subject to expulsion from your union?

A. That is not so.

Q. Mr. Randolph, I refer you to Article 66 of your by-laws. Page 33 of the book of laws.

Does that not provide that: "In offices under the jurisdiction of the International Typographical Union, the foreman is the only person to whom to apply for work and any person securing work or attempting to secure work in any department under the jurisdiction of the foreman in any other manner than by the application to such foreman shall be deemed guilty of conduct unbecoming a union man, and upon conviction before a trial board shall be suspended or expelled, as three-fourths of the membership may determine."

A. That is what it says.

Q. And doesn't Section 10 of Article 5 of your general laws provide that: "all persons performing the work of foremen at any branch of the printing trade in offices under the jurisdiction of the International Typographical Union must be active members of the local union."?

A. That is right.

Q. In other words, as I stated to you before, any member of your union who applies for work other than to a union foreman is subject to expulsion or suspension from the union. Is there any other possible interpretation?

A. Not under normal conditions, but there is a possible interpretation in another entirely different interpretation both proposed in contract to Baltimore employers by Baltimore Union and in the policy of the International Typographical Union, and that other interpretation is, if you please, that we do not propose violating any civil law, especially the Taft-Hartley law.

Q. As I understand it, as I understand your testimony up to this time, Mr. Randolph, referring you to this proposal which was submitted to the Baltimore Graphic Arts Society, the local union had no right to recede from any of the proposals contained therein, that this proposal which I have referred to and has been referred to here as form P-6A is the union's minimum proposal, if we leave out the economic conditions. You won't concede anything in here other than possible economic conditions.

A. That is hardly a fair statement.

Q. Well, what is a fair statement?

A. The several sections that were prepared for the protection of the local union, and numbered 12, 13, 14, 15, 16, 17, 18 and 19, are paragraphs that were or sections that were approved as being in compliance with the laws of the union, and as such were subject to use by the local union.

The International did not tell the local union that they could not change or alter those sections, but if they were changed or altered, they would again have to be referred to the President of the International Typographical Union for his examination as to whether or not the altered sections complied with the laws of the International Union.

Q. And if in fact the local should sign this contract, if the local should sign a contract with the Graphic Arts League which was not in accord with your policy, they might be expelled from the union?

A. That is not true.

Q. That would not be true under the new power and authority given to the Executive Council?

A. No, it would not.

Q. In what manner is that?

A. The laws of the union provide that if a local union violates a law or a legal mandate of the Executive Council, it may be fined or have its charter removed. As a local union, if it is fined, it would pay the fine; if its charter were removed, it ceases to be a collective bargaining unit.

Q. In other words, the local union would be subject to having its charter removed at the discretion of the Executive Council?

A. That is right. But the removal of that charter would not expel any member from membership or affect individual membership of any member in the union.

Q. But it would affect the suspension of the local?

A. It would deprive that group of members of operating as a local union, yes.

Q. And if the Executive Council interpreted the action of the Baltimore local as a refusal to accept or reserve its decision or action of the Executive Council, or of the convention, they would be subject to expulsion under the new powers granted to the Executive Council; is that not true?

A. No, that is not true.

Q. Why not?

A. The law affecting the penalties that would apply to that situation is found in Section 2 of Article 10 of the constitution, page 16.

Q. Now, Mr. Randolph, for a moment I want to direct your attention to something else.

You stated on direct testimony that you did not know of any school in this country training compositors or people in the typographical trades. Is that still your testimony?

A. Yes; that is correct.

Q. Haven't you ever heard of the Ottmar Mergenthaler School right here in Baltimore that does exactly that?

A. No, I haven't.

Q. Have you ever heard of the Dunn-Widey School in Minneapolis that does exactly what you stated?

A. No, I haven't.

Q. You have ever heard of the school in the City of New York run by the New York Department of Education up there that does exactly that?

A. The school in New York is operated jointly with New York Typographical Union No. 6 under supervision of a member of No. 6 and the lessons to it are the I.T.U. course of lessons in printing.

Q. However, that is a separate school run under the supervision and direction of the New York Department of Education, is that not true?

A. With approval of the Bureau of Education of the International Typographical Union.

Q. Your approval has to be obtained in order to run schools?

A. Yes, sir—running the school, did you say, or any school?

Q. Any school.

A. No. I understood you were referring to the New York school. No member of the International Union would operate as a teacher of printing in any school that was not approved by the Bureau of Education of the International Typographical Union.

Q. As a matter of fact, Mr. Randolph, the use of these Conditions of Employment in one form or another in recent years was adopted to combat anti-closed-shop bills in the several states. Is that not true?

A. The first use was for that purpose.

• • •

Q. (By Mr. Barban) Mr. Randolph, will you look at Board's Exhibit 2 and find for me, if you will the proposition in there which gives the new powers to your Executive Council. I think that is proposition 67, which amends Section 43 of Article 4 of your by-laws. That appears on page 20 of the convention proceedings, as they are printed in this Board's Exhibit No. 2. Is that correct?

A. That is right.

Q. And that is the section which now gives your Executive Council the authority to expel any subordinate union or union member or members who refuse to accept and observe a decision or action of the Executive Council, pending appeal to a convention. Is that not correct?

A. You didn't read it right.

Q. Well, what is it?

A. It says "any subordinate union member or members."

Q. I see.

A. "Refusing to accept and observe a decision or action of the Executive Council pending appeal to a convention or any subordinate union member or members refusing to accept and observe decision of a convention upon a matter that has been appealed shall be subject to summary expulsion by the Executive Council."

Q. And as that Section shows, the Executive Council prior to this year had only power of suspension and not expulsion?

A. In that instance only.

Q. I see.

A. There are other instances of penalties which can be inflicted summarily.

• • •

Q. Mr. Randolph, when was Baltimore No. 12 given authority by your Union to execute written collective bargaining agreement in the City of Baltimore in the year 1947?

A. Was it what?

Q. When was Baltimore Local No. 12 given authority to execute a written collective bargaining agreement in 1947?

A. It has always had authority to execute a written agreement. It has always had it.

Q. A written collective bargaining agreement?

A. Yes.

Q. Despite the policy adopted at Cleveland?

A. Why certainly.

Q. Then your policy at Cleveland was to put into effect conditions of employment. Isn't that correct?

A. That is right.

Q. And do you now say, sir, that Baltimore Local 12 had the authority of the Executive Board, despite that policy, to enter into written collective bargaining agreements?

A. It was not prevented from doing so.

Q. Did it have the authority of the Executive Board to do so?

A. Well, not specifically.

Q. Well, if it did so, would it not be in conflict with the policies of the ITU adopted at the Cleveland convention?

A. No, it would not.

Q. Well, what was the policy as adopted in Cleveland in August of 1947?

A. The policy is in evidence in this case, and is entitled "Collective Bargaining Policy". It contains a number of paragraphs, and they speak for themselves. Now, if there is any part of it you wish interpreted I will try and do that, although the Executive Council is authorized to interpret, to construe, and enforce it.

Q. Your policy is in evidence, and I don't want that in too much detail. All I want is this: Do you say your policy as adopted in Cleveland did not prevent Baltimore Local 12 from entering into a written collective bargaining agreement such as it has done in the past?

A. That is exactly what I say, that the collective bargaining policy did not prevent them from doing so.

The policy was plainly stated, "it will be out policy to refrain from signing contracts in order that we avoid agreeing or seeming to agree or voluntarily accepting the conditions created by such a relationship under the Labor-Management Relations Act."

Q. Now, I don't want to labor the point. What interpretation would you place on the words "be our policy to refrain from entering into agreements"?

A. Why, refrain.

Q. Not to enter into agreements?

A. Just to refrain from entering into them, yes.

Q. That is what it means to me.

A. It means the same to me.

Q. What do you think it means to Mr. Brannock?

A. It means the same thing to Mr. Brannock.

Q. My question then is if Mr. Brannock was to comply with your policy as adopted in Cleveland at your Convention in 1947 he was to refrain from entering into a collective bargaining agreement here in Baltimore. Isn't that correct?

A. That is right.

Q. Now, when was Mr. Brannock released from that policy?

A. He wasn't released from that policy. It is still our policy to refrain from entering into contracts, but is also our policy to meet the situation just as far as we know how, and if an employer insists on a contract to provide him with a contract, and it is still our policy not to have them if we can do without.

Q. Well, I think I see your point now, but I want to get back to my premise, sir, that you had a change in strategy as a result of the action taken by the Government in this case. Isn't that right?

A. We did have a change in strategy which we published to our membership, and it is in evidence.

Q. And that change in strategy was to permit your local unions to submit certain types of contracts which the locals could sign?

A. Under our interpretation and enforcement of our collective bargaining policy, yes.

Q. Prior to that change in policy, the locals were not told that they could sign any kind of written agreements?

A. No one in particular demanded one, and the occa-

sion didn't call for such a change in strategy or such a policy.

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Q. So Mr. Brannock was sitting at the table in Baltimore on August 27, September 5 and September 9 with no authority from the International to sign a collective bargaining agreement. Isn't that correct?

A. That is not correct.

Q. If he was living up to your policy?

A. That is not correct.

Q. If he was carrying out your policy, and if he was living up to the ITU edicts as adopted in Cleveland, would he have been complying with that policy if he had sat down with these employers and executed a written collective bargaining agreement, or would he not have been violating?

A. He would not have been taking any action that he was not authorized to do by our laws or policy.

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Q. Now, Mr. Randolph, at the same time that you adopted this policy you had also instituted a series of postcard bulletins which you sent out to your various locals throughout the country. Isn't that right?

A. That is right.

Q. And I assume you are familiar with those postcard bulletins?

A. Well I took part in every one of them.

Q. Did you help draft them, sir?

A. Yes, sir.

Q. And do you recall that the substance of one of your bulletins is to the effect that your local representative at the bargaining table should not agree to anything clause by clause or paragraph by paragraph?

A. That is right.

Q. Because if they do, and finally agree to something, they can be compelled to sign it?

A. That is questionable, or course. That is a matter of law I am still trying to find out about.

Q. I am speaking of what you advised your locals.

A. We advised them to accept no particular section, but to lay them all aside to the point where if a complete document could be compiled out of those sections, they they would have a document that could be considered a proposal.

It was specifically given to them because of the apparent trickery being used by some employers to trick them into one or another answer to questions in the presence of lawyers and stenographers in meetings, and the question of whether or not a proposal can be individual by a half a dozen sections, or whether a proposal had to be a complete document. We regard them as a complete document only, and individual sections are not a proposal.

Q. (By Mr. Shawe) Do you have a copy of your postcard bulletin summary there?

Am I correct, sir, that your Unions were directed by the International not to offer any written proposals to the employers?

A. I think that was the inference of the policy, because of our advice to them to terminate the contracts that they have.

Q. Well, didn't you specifically tell them not to offer proposals?

A. I think we told them so in some one of the postcards, to offer no proposals except a specific proposal regarding the use of Conditions of Employment rather than a contract.

Q. But wasn't your advice to them that they should not offer proposals?

A. Well, whatever the advice was on the postcard, it speaks for itself. I have given you my thought in the matter.

Q. What was your purpose in advising unions not to offer written proposals?

A. We advised them to offer a particular written proposal, but we advised them not to offer proposals as to wages, hours and working conditions in the same way they had offered them.

Bear in mind that this law came at us on the twenty-second of June. We had two months in which to try to get some order out of the chaos created.

We founded the policy of using Conditions of Employment and were working toward that end.

We then had a convention, and the convention adopted a policy, so that the action of the convention was of a different character than that purely represented by the postcards up to the convention.

The jumping on us by the General Counsel of the National Labor Relations Board, and the opposition of the employers—all of this built up to the formulation of a policy that you are trying to indicate as being rigid from the start, but one that has been living through and operating especially since the convention under the ability of the Executive Council to interpret it and make it operative without violating any law.

I think merely the ambition to do so is creditable.

Q. Have you finished, Mr. Randolph? I don't want to interrupt you.

A. Go ahead. I had to make a speech; now you make one.

Trial Examiner Ringer: I would rather that neither of you would make speeches.

Mr. Shawe: I am not making any speeches.

Q. (By Mr. Shawe) Isn't it a fact, Mr. Randolph, that the problems that faced your Union under the Taft-Hartley Act faced every other labor organization in this country?

A. Not to anywhere near the degree they face us.

Q. In what respect is your Union different from any other union in this country?

Mr. Kaiser: I object.

Trial Examiner Ringer: Overruled.

The Witness: Our Union is considerably different from other unions because, first, we are an organization of hundreds of small unions. We are a highly skilled craft that has been operative as a union because of its skill even though the unions were small in size.

We have been operating under the closed shop. We have refused to handle non-union products. We have always controlled our own jurisdiction, and I say to you, my dear sir, that those latter three points are something that are affected tremendously by the Taft-Hartley Law, and no other organization has been affected to the extent that we have been affected by that law.

Q. (By Mr. Shawe) As you said this morning, you intend to hold onto those three basic principles?

A. Within the law.

Q. And your reason for not giving the employer any type of no-strike clause was to permit you or to aid you to hold onto the closed shop. Isn't that correct?

A. No. A closed shop or a no-strike clause, my dear sir, is an insult to the International Typographical Union. No one has ever supposed or requested a no strike clause from the International Typographical Union until the mass production industries had been organized, and no-strike clauses had been put into newly organized unions. They may have been necessary there, but the International Typographical Union is insulted by the very insinuation that we would violate a contract.

Trial Examiner Ringer: Just lower your voice a little, now.

Q. (By Mr. Shawe) Are you aware of the fact that in the year 1940, 41, 42 and on through to this year that your Union here at Baltimore has always signed a contract with the Graphic Arts League that contains a no-strike clause?

Are you aware of that?

A. I am not aware of that fact, but I will say this: There have been a few signed by local unions where there have been newly organized shops and newly organized employers, people that were falling into the picture of mass production industry contracts on advice of lawyers, and so on. Those no-strike contracts appeared only in new situations.

Q. But my point is that that type of clause has been in every contract that has been signed here in Baltimore.

A. If it has, it has been because the local union has not followed the advice received from headquarters because they have been advised at least during the last three years not to have any no-strike clauses in their contracts.

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Q. (By Mr. Shawe) Did you attend a conference of American Federation of Labor officials on the provisions of the Taft-Hartley Act convened at Washington Hotel, Washington, D. C. on July 9, 1947?

A. At approximately that time I did.

Q. And when the late Judge Padway addressed the officials there?

A. That is right.

Q. Do you recall that you and Judge Padway had quite an exchange on the Taft-Hartley Law and disagreement about how you could still hold onto the closed shop?

A. Well, I don't accept your conclusions. There was an exchange of opinion.

Q. Do you recall making the statement on that occasion, "We are going to have a lot of these things, and we should not jump to legal conclusions to avoid that degree of natural ingenuity that a lot of people can exercise to keep union conditions."

Do you recall making that statement?

A Something to that effect.

Q. Do you recall Judge Padway replying to you, "I am not looking for devices to evade the law."

You replied, "That is what we are all doing."

Do you recall that exchange?

A. Something to that effect. I wouldn't say that was a correct statement of what I said. I don't know.

Q. Were you looking for devices to evade the law?

A. We were looking for any possible way of holding onto Union conditions, and that is what was the purpose of the meeting. We were exploring what the law meant, how it was to be applied, and we are still trying to find every legal way we know how of holding onto union conditions, and bear in mind, please, that whatever inspiration I may have with regard to the convention of the International Union in my speeches and in my statements otherwise, the policy of the International Union was set by the convention in August, and it is that policy that I am following to the letter.

Q. Then as I understand your testimony, a union shop does not permit a union to hold onto union conditions. Is that your testimony?

A. The so-called union shop of the Taft-Hartley law does not permit a union to hold onto union conditions as we know them.

Q. And you locally of course rejected the employers' offer of a union shop?

A. I don't know about that.

Q. Would that be in violation of your policy for a local to accept the union shop as permitted under the Taft Hartley Act?

A. Well, the policy has no connection with that question.

Q. Can you tell us what is the policy of the ITU with respect to a local union accepting in a written contract the union shop as permitted under the Taft-Hartley Act?

A. We have advised them to stay away from the so-called union shop.

Q. In other words, your locals are instructed not to enter into any written contracts that cover union shop, union maintenance or any type of union securities of that type?

A. We have not instructed them to that effect. We have advised them not to do it.

Q. In other words, you want to sign open shop contracts, is that correct?

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GENERAL COUNSEL'S EXHIBIT 80-C

Q. (By Mr. Shawe). Mr. Randolph, are you familiar with Board's Exhibit No. 9, "Steps in Collective Bargaining"?

A. I am.

Q. I believe that was issued October 2, 1947, is that correct?

A. No. I am sure it was issued before then.

Q. I beg your pardon?

A. I am quite sure it was issued before then.

Trial Examiner Ringer: Board's Exhibit What, Mr. Reporter?

The Reporter: Board's Exhibit 9.

Q. (By Mr. Shawe) Could you tell us approximately when the bulletin was issued, sir? Is there any way you could identify the date from the document?

A. September 15, 1947.

Q. And it was approved on that date?

A. Yes.

Q. And apparently sent out around that time?

A. Yes.

Q. Does Exhibit No. 9 set forth the official position of the union as of that date with respect to the steps in collective bargaining that the local union were to pursue as of that time?

A. I would have to see the document in order to answer that question.

(The witness was shown the document above referred to.)

The document contains fourteen steps of collective bargaining as advice to local unions in conducting their negotiations.

Q. And that, of course, was the official advice sent to the locals by the International?

A. Yes.

Q. This document, Exhibit No. 9, sets forth the fourteen steps that the unions were to follow in carrying out the International's policy?

A. They were advised to follow it, carrying out the policy, yes.

* * *

Q. (By Mr. Shawe) When you use the word "advice", I would like to get a clear understanding on this record as

to what you mean by that, sir, because you have previously testified that the locals are bound by the policy of the International, isn't that correct?

A. That's right.

Q. And this document, Board's Exhibit No. 9, reflected the policy of the International, is that correct, sir?

A. Reflected it, yes.

Q. Therefore, the locals, if they are bound by International policy, were expected to carry out the policy as set forth in these various documents, isn't that correct, if they were to be within the policies of the International?

A. They were expect to follow the advice of the International officers, the International officers being empowered to construe and enforce the policy.

Q. And in order to be in conformity with the International policy they were expected to carry out those policies when they were issued by the International to the locals, is that correct?

A. They were expected to follow that advice.

Q. Is it not a fact that on or about September 15, as set forth in Board's Exhibit No. 9, the policy of the ITU was that no conditions of employment were acceptable to the ITU which provided for an operation for a definite period of time?

A. I would have to refer to that policy.

Q. I will be glad to show it to you, Mr. Randolph.

A. I could get a copy of it.

Q. Do you have an extra copy?

A. Yes, I do.

Q. I refer you to Point No. 10. See if that does not refresh your memory that as of September 15, even the conditions of employment which you were submitting to the employers at that time were not to provide for any definite period of time when they were to be in operation.

A. Section 10 or Point 10?

Q. Point 10.

A. It says:

"If an employer would rather establish 'Conditions of Employment' and does so, do not withdraw members until our laws as to strikes and lockouts have been complied with. No 'Conditions of Employment' are acceptable that provide for operation for a definite period of time. Such might be interpreted to be a contract."

Q. That was your policy as of that date, sir?

A. That was our advice regarding the policy as of that date.

Q. That was the official interpretation of the policy by the executive board of the ITU?

A. That was the official advice concerning the policy adopted by the convention.

Q. And your reason for not wanting the conditions of employment to operate for a definite period of time was because that might be construed as a contract, isn't that correct?

A. That is correct.

Q. What, sir, were your objections to having your conditions construed as a contract?

A. The whole purpose of the conditions of employment form was to provide a means of establishing wages and conditions without resorting to a contract form.

Q. And that any contract form, as of that date, sir, would have been in conflict with the policy of the ITU as interpreted by the executive board?

A. That is not so.

Q. Well, didn't you just testify that this was an interpretation of the policy?

A. I did.

Q. And wasn't this a correct interpretation?

A. That was advice concerning our interpretation.

Q. Well, was it correct advice at that time?

A. I think so.

Q. My point is if any local undertook not to follow your advice, wouldn't they be in conflict with the advice of the executive board?

A. In conflict wtih the advice, yes, but with the policy, no.

Q. Aren't these bulletins an interpretation of the policy, Mr. Randolph?

A. To a certain extent, yes.

Q. To what extent are they an interpretation of the policy?

A. They were advice concerning the application of the policy as of that time.

Q. Didn't the ITU convention in August vest in the executive board the authority to interpret its policy?

A. It did.

Q. And isn't this an interpretation of the policy by the executive board as of September 15?

A. No, it is not. It is advice concerning the application of the policy as of that date.

Q. Wasn't your executive board vested with authority by the convention to make that interpretation and to give that advice, Mr. Randolph?

A. It was not an interpretation. It was authorized to give that advice.

Q. And when you give advice to the locals are they expected to follow the advice of the executive board, or are they free to ignore your advice?

A. They are expected to follow it. They can ignore it the same way that anyone can ignore a law or advice.

Q. But if they chose to ignore it they would then be flouting the executive board of the ITU?

A. They might be.

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Q. (By Mr. Shawe) I direct you to the last sentence of Point No. 12 of Board Exhibit 9. I direct your attention to the last sentence there, sir, and ask that you read it and see whether I read it correctly into the record, if you don't mind.

A. "Let employers and conciliators—"

Q. I said the last sentence of Point No. 12.

A. "You must bargain, but you cannot be compelled to agree to anything."

Q. Did I read it correctly before?

A. You probably did.

Q. Was that your official advice as of September 15 to the locals?

A. That was a part of the official advice.

Q. And was your official advice as of September 15 to your locals that the conditions of employment forms were to be used with as little change as possible?

A. That is perhaps correct. I am assuming you read it from the exhibit.

Q. Aren't you familiar with this exhibit, Mr. Randolph?

A. I have not memorized the exhibit.

Mr. Kaiser: Mr. Examiner, wouldn't we save time if we stipulated that everything contained in that exhibit constitutes part of the official advice issued by headquarters.

Trial Examiner Ringer: I think that would save time. Is the stipulation acceptable to you, Mr. Barban?

Mr. Shawe. I will accept the stipulation.

Trial Examiner Ringer: I want Mr. Barban's comment.

Mr. Barban: I will accept the stipulation on the understanding that I do not want to be bound by the word "advice". With that understanding, I will accept the stipulation.

Trial Examiner Ringer: Then you are willing to accept the stipulation, but you contend it was more than advice?

Mr. Barban: That is right.

Trial Examiner Ringer: Then you will be willing to accept it to that extent?

Mr. Barban: Yes, sir.

Trial Examiner Ringer: Stipulation approved.

Q. (By Mr. Shawe) Mr. Randolph, I direct your attention to Employers' Exhibit 4, entitled "Explanation of Change in Strategy Because of Attack by National Labor Relations Board Counsel Against Our Collective Bargaining Policy"—that is the way you label it—approved, I believe, on October 7, 1947. Are you familiar with that bulletin, sir?

A. This is it.

Q. I say, Are you familiar with it?

A. Fairly so.

Q. Does it accurately set forth the strategy of the ITU as of that date?

A. That's right.

Q. And has that strategy been changed since October 7? I use the word "strategy" merely as a quote from the title of the document.

A. That is the latest that has been issued on that point, but there has been another circular issued as to the procedure to be followed, if that fits in with your question.

Q. Has that document been received in evidence?

A. Yes, it has.

Q. Which document do you have reference to, so that the record is complete as to what you are referring to? Are you referring to Respondents' Exhibit No. 7, the instructions?

A. That's right.

Q. So these two documents, Employers' Exhibit 4 and Respondents' Exhibit 7, reflect the present, current "strategy" of the ITU?

A. Present strategy and advice.
Q. Strategy and advice?
A. That's right.
Q. Has there been any modifications of any sort of the strategy and advice since these two bulletins were issued?
A. I know of none.
Q. Has the ITU authorized any change in strategy to any of its locals that deviates from these two bulletins?
A. No. I am sure they have not.

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Q. (By Mr. Shawe) Are you familiar with the fact that on October 4, at the bargaining table, Baltimore Local No. 12 made a so-called proposition to the employers, that if they would accept all the economic clauses in the contract without any changes whatsoever, that they would agree to drop out all the clauses in the contract to which the League had objected?
A. I can't say that I am familiar with anything that transpired at that meeting.
Q. Would the Local have been in conformity with the official advice of the International if they had signed such a contract, Mr. Randolph?
A. Our laws provide that before they can sign they have to send it to the president of the International Union for his review and approval, before signing.
Q. Assuming that your executive board was operating under the advice as sent out in the change in strategy bulletin, would such a contract have been in conformity with that bulletin?
A. It might have been.

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Q. (By Mr. Shawe) Mr. Randolph, this series of postcard bulletins that were issued in 1947—is that the first time that your union has issued any such postcard bulletins, or is there some tradition behind the issuance of that type of postcard bulletin?
A. They had been issued before. The number preceding 100 indicates that they were obviously issued before 1947.
Q. I mean is this a new series of them, or is this the total number that have been issued?
A. This is the total number in any consecutive series—any previous were not numbered.

Q. What I am trying to get at is this: Is it a new innovation, or is this a practice that has been followed by the union for years?

A. I wouldn't call it a new innovation, but I would say that resorting to them in the number that we have used them in is new. We attempted to keep our union members advised through frequent issuance of these postcard bulletins.

Q. Of course, many of these postcard bulletins, as this record shows, referred to conditions of employment long before your convention held in August, isn't that correct?

A. I don't know. I would have to refer to them. They refer to all of the subjects considered for at least two years —perhaps three.

Q. Under whose authority are the postcard bulletins issued, Mr. Randolph?

A. The executive council of the International Typographical Union.

Q. They authorize the issuance of the postcard bulletins, is that correct?

A. They do.

Q. Who drafts the language that is printed on the postcard bulletins?

A. It is a composite work of all the members of the council.

Q. The executive council?

A. Yes.

Q. Including yourself?

A. Including myself.

Q. And then after they are drafted they are printed on the back of penny postcards, is that correct?

A. That's right.

Q. And then they are addressed to your locals throughout the country?

A. To our local unions and local chapels.

Q. How many do you distribute at a time, approximately?

Q. Approximately 7500?

Q. Appoximately 7500?

A. Yes.

Q. I notice that the form of card that is in evidence shows at the top "Please post". What does that have reference to, Mr. Randolph?

A. That refers to the practice in the industry of posting on chapel bulletin boards official communications, and the words "Please post" are directed to the chairman of each chapel, so that the postcard will then be posted on the bulletin board for the information of the members.

Q. In the employers' plant?

A. That's right.

Q. Where they would be seen by all of your members in that plant?

A. Where we hope they would be seen.

Q. In fact, the postcards are addressed to your chapel in care of the employers' plant; isn't that correct?

A. That's right.

Q. So that it is a fair statement to say that practically every employer in the United States has seen your postcard bulletins, isn't that right?

A. No, I would say only such employers as read the bulletin board.

Q. The bulletin board is open to public inspection, is it not?

A. I think so.

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Q. (By Mr. Shawe) What was your purpose in sending out the postcard bulletins?

A. To keep the members informed.

Q. Informed of what?

A. Of everything that went on. Previous to the Taft-Hartley Law, to keep them informed on wage scales and any advances made along the line in economic matters.

Q. And after the Taft-Hartley Law they were sent to them to give advice as to what they should do, isn't that correct?

A. To give them advice, yes. And information.

Q. Advice and information?

A. Yes.

Q. From the executive board of the International Typographical Union?

A. That's right.

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Trial Examiner Ringer: It will be overruled. They have been gone over before as preliminary to other matters.

Mr. Kaiser: I would like to know what matters they are preliminary to?

Mr. Shawe: Merely to show the historical development of the so-called conditions of employment, I think it would be important.

Trial Examiner Ringer: The motion by Mr. Kaiser has been denied.

Any further questions?

Mr. Shawe: Yes, sir.

Q. (By Mr. Shawe) Mr. Randolph, the new form of contract which your local unions have been authorized to submit to employers is, I think, Form 6-A, is that correct?

A. Form P-6-A.

Trial Examiner Ringer: What was that initial?

The Witness: P-6-A.

Mr. Shawe: Form P-6-A.

Q. (By Mr. Shawe) Which contains many clauses which are substantially the same as the clauses submitted here in Baltimore, with some modifications?

A. That's right.

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Q. (By Mr. Shawe) Now, Mr. Randolph, I want to direct your attention to Section 13, the last paragraph of this contract, which was submited by the local to the Baltimore employers, Employers' Exhibit No. 1. I want you to read that last paragraph, and then I will direct your attention to it.

A. It reads:

"It is understood and agreed that the general laws of the International Typographical Union, in effect January 1, 1947, not in conflict with law or this contract, shall govern relations between the parties on conditions not specifically enumerated herein."

Q. Now, that, I gather, is a typical clause that is embodied in many of your contracts—composers' contracts—is that correct?

A. It is typical, with the exception of two words, the two words being "with law".

Q. They were added for the first time in this new proposal that you prepared after your change in strategy?

A. That's right.

Q. Will you please tell the Examiner what is the purpose of that paragraph?

A. The purpose is to eliminate any question about the operation of the general laws of the International Typo-

graphical Union, except as they may conflict with law, in the composing rooms where our members are employed. The general laws contain certain shop practices, certain rights of the members, certain duties, certain methods of procedure, that are, as I have previously explained, the basis upon which all composing room operation is erected.

Q. Is it the intent that those laws are to govern the manner in which your members are to work in those shops?

A. That's right.

Q. And is it to govern the relationship between the employer and your membership?

A. That's right.

Q. So far as working conditions in the shop are concerned?

A. As specified in the general laws and not in conflict with law or this contract.

Q. Yes. In other words, as long as it is not in conflict with law or with any other provisions of the contract or with those laws, the International Typographical Union then governs the relationship between the employer and your membership who work in the plant?

A. All the general laws, that's right.

Q. What about nonmembers of the union who work in the shop? Do those laws also govern the relationship between the nonmember and the employer?

A. I know of no such instance.

Q. These contracts then only cover the members of the union?

A. I wouldn't say that. You see, we are running into so many new conditions under the Taft-Hartley Law that I can't tell you how that would work out.

Q. These contracts that you have signed in the past with employers—isn't it an exclusive bargaining contract that governs the relationship between the employer and all of the employees, whether they are members of the International Typographical Union or not?

A. We have never had any where we didn't have all members of a union.

Q. Are you positive of that?

A. Well, reasonably so. I have had no knowledge of any such contracts.

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Q. (By Mr. Shawe) What would be the situation in a plant where you have a contract with an employer, and em-

ployed in that plant are journeymen who are not members of the union? Would any such employee, not a member of the union, be entitled to the protection of the contract?

A. There is no question about it. He would.

Q. He would?

A. Yes.

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Q. (By Mr. Shawe) With respect to this paragraph, that your laws shall govern relationships between the parties that are not in conflict with law or this contract, who is to determine which of your laws are in conflict with law, if any?

A. I suppose some legal agency would. If we were charged with violating a law we would probably find some court to determine whether or not we were.

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Q. (By Mr. Shawe) Mr. Randolph, Section 14 of the proposal submitted to the Graphic Arts League deals with the assignment of work. Do you have that section in front of you, sir?

A. Yes.

Q. Under that section, what would be the union's position if some other group of employees are doing the work which the union claims had traditionally been performed by journeymen and apprentice printers?

A. I don't know, sir.

Q. Has that problem ever come up?

A. I doubt it.

Q. Would the union insist on performing this work even though another union, for instance, had been recognized or certified as the bargaining agent?

A. I can't answer that question because it presumes a lot of facts that we would have to examine into both as to law and practice and everything.

Q. Under that clause, the union would define the work traditionally performed, is that correct?

A. That is correct.

Q. And that would be within the exclusive jurisdiction of the union to make its own definition?

A. That's right.

Q. Supposing the employer disagreed with your definition, Mr. Randolph?

A. Well, the section provides a way of handling that

disagreement. You see, we are moving from an established condition in this section. Everything is all right now. There are no disputes over jurisdiction. If any arise, they would be handled as provided in Section 14.

Q. How is that, that the employer could cancel the agreement within ten days' notice if he did not agree with your definition?

A. I believe that is what it says.

Q. However, the definition of the work that has been traditionally performed by the union is not subject to negotiation, is that correct?

A. That's right.

Q. Under your policy?

A. That's right?

Q. That is a matter that the union feels very strongly about, and is something that is within the sole prerogative of the union?

A. That's right.

* * *

Q. (By Mr. Shawe) Do you recognize that any outside authority has any right to define the type of work that should be performed by the ITU members under your laws?

A. Under our laws only the union has the right to determine jurisdiction.

Q. May I ask you, sir, what is the reason for your policy in making that a matter of negotiation between the employer and the union?

A. The reason for that is that the union would soon disintegrate if it did not have a strong control over the types of work that its members would be permitted to do.

Q. Do you care to elaborate on that any further?

A. If you don't understand it. I thought it was a clear statement.

Q. I don't understand why that can not be a subject for collective bargaining, no, sir.

A. Well, the industry is composed of very many printing concerns, publishing houses, and so on. It is a highly competitive industry, and if the scale of prices that would be set in any one community or in any one group of shops as against other shops brought about such a variation that one group of shops would have an advantage over another, it would soon disintegrate the union, because the demand of the employer would always be for the lowest

scale established. For instance, take linotype composition done by union printers in one shop. If we permitted our members to work in another shop where linotype composition was done by others at a lower rate, you can readily understand that the first shop would demand a similar condition existing in the other shop. And we would either have to give it to him or we would probably find ourselves on the street.

Is that a satisfactory explanation?

Q. My question is, Why can't that entire matter be discussed with the employer and worked out at the bargaining table and set forth in the contract?

A. Because our experience proves that it cannot be so done. You seldom get any group of employers to grant the equality of conditions that are set by the union as regards jurisdiction.

Q. Don't you think that that is a matter that employers are vitally interested in?

A. Undoubtedly.

Q. Don't you think that it is a matter that vitally affects the operations of the print shop?

A. Exactly so.

Q. But you don't think that that is a proper subject for the bargaining table?

A. It is not.

Q. Even though it affects the working conditions there in the plant?

A. That's right. It affects the union so much that it is a question which the union must determine for itself It could not, for instance, have the employer thrust a certain jurisdiction at the union and say, "You must take that jurisdiction". The union may not want it. The employer may say, "Well, unless you take that jurisdiction, I won't recognize this other". The union says, "We only want this jurisdiction. We do not want the other." It is a subject that is so vital to the union and to the life of the union that it just can not be one of bargaining.

* * *

Q. (By Mr. Shawe) I want to direct your attention to Section 16 of the proposal submitted to the Graphic Arts League. Are you familiar with that?

A. Yes, sir.

Q. Now, Mr. Randolph, Mr. Brannock stated at the bargaining table that Section 16 would not affect any of the employers involved in this proceeding, yet it was necessary that that be incorporated in the contract. Does the International Typographical Union have a policy that clauses such as Section 16 should be embraced in a collective bargaining agreement even though it is conceded that they do not cover the employer's operation that may be involved?

A. The laws of the International Union provide concerning the matter covered in Section 16 in a general way, and many contracts throughout the jurisdiction of both the—mainly in the newspaper field—have rephrased the subject matter of that section. The section as applied may lead to the newspaper field, but it also refers to the job offices, meaning the commercial plants. It is a very old subject, beginning way back in 1870 or thereabouts, and it has been gradually developed. But principally it refers to the matter of newspaper operation, and perhaps Mr. Brannock indicated that in its practical effect it would have no effect whatever on these offices, but if the commercial field undertook to do work for newspaper composing rooms, and thereby complicate the scale relations and other relations, undoubtedly the section would have some effect as to that.

Q. Do you have a policy that requires such clauses to be in the contracts even though it is conceded that they do not have any relationship to the employer's operations?

A. Well, they have a relationship to the contractual condition, but that may not—and hardly ever does—affect the commercial employers here, and hardly ever affects them anywhere else. But should the employer in the commercial field attempt to swap over into the newspaper field and interfere with that type of collective bargaining, the section would cover.

Q. My question is, Is it mandatory that that be in the agreements?

A. It is mandatory that the conditions of the general laws of the International Typographical Union be covered in some way in the agreements, either by an observance of the general law, as expressed in the Book of Laws, or by some elaboration thereof, and further definition thereof.

Q. Without change?

A. No. I said with further elaboration or definition thereof.

Q. But I mean your laws as such are not subject to change by the employer and the union at the bargaining table, are they?

A. The laws are not subject to change by the local union or by the employer?

Q. And they are not subject to negotiations?

A. There are certain portions of the laws that are subject to negotiations. The laws, if you will read them, provide that local unions and employers shall put in contracts sections covering certain activities, and the things that are ordinarily covered in contracts are covered by negotiation.

A. All right. Section 17, sir, I believe you testified on direct examaniation, was put in the agreement to take care of your struck work clause as set forth in your laws, is that right?

A. To take care of work performed under substandard conditions, which include struck work.

Q. Now, will you please tell us what is meant by substandard conditions?

A. Any conditions that are substandard to union conditions.

Q. Who is to determine whether they are substandard or not, Mr. Randolph?

A. The proposal of the union is that the substandard conditions will be defined by the union.

Q. Unilaterally?

A. Well, if you make an agreement that the union is going to determine it, that is not a unilateral action.

* * *

Q. But my point is, Why aren't you willing to provide in the contract that it shall run for a year, such as you have done in the past?

A. Because of the possibility of its not running satisfactorily, and because the means of determining whether it would be satisfactory or not rest largely with the employer as a matter of choice, and if he chooses to do the things that are disruptive of our historic relations, then we want our contract relations severed.

Q. What are the historic things that you referred to, Mr. Randolph?

A. I referred to them the other day as the right of members of the union to refuse to work with nonunion men; the right of the members of the union to refuse to work on a nonunion product; and the right of the members of the union to insist on working on their proper jurisdiction.

Q. As determined by the International Typographical Union, is that correct?

A. As to jurisdiction, yes.

* * * *

Q. (By Mr. Shawe) In your opinion, from your knowledge of the printing industry, do you think that a 60-day period gives an employer sufficient stability to operate his shops and fix prices on his product?

A. Are you referring to the 60-day period of our proposed contract?

Q. Yes.

A. That is a 60-day cancellation clause, that it can be cancelled. It is a proposal of indefinite duration which could be cancelled in 60 days. If the employer behaves himself obviously it will not be cancelled.

Q. Behaves himself? Who is determine whether he behaves himself?

A. The union, of course, would have the same authority that the employer had. If he thought the union was not behaving he could cancel it.

Q. But that type of contract permits the union to cancel it any time it desires. Isn't that correct?

A. The same privilege is given to the employer, cancelled on 60-days notice.

Q. I am speaking now with respect to wage rates. Do you think that a 60-day period is sufficient stability with respect to wages in the average printing shop?

A. That depends on whether prices are going up or down.

Q. I said do you think wages should be changed every 60 days?

A. No, not unless there is some tremendous reason for it.

Q. Ordinarily would you say a year is the normal period for the duration of a wage rate?

A. No, I wouldn't say that.

Q. What would you say would be normal?

A. That all depends on the way prices are going. We operate in economic cycles. There have been times when prices were going down that the union would be happy to have a three-year contract. There are times when the prices are going up where we insist on opening up negotiations every 60 days or six months. There have been times to my knowledge when unions have proposed opening up every 30 days.

Q. What has been the practice in this industry prior to your new policies? What has been the period embraced in your contracts with the printing employers? Has it been 60 days, a year, two years, what has been the normal period?

A. Well, it would run between a year and a year and a half or two years maybe.

Q. A year has been the minimum, has it not?

A. I wouldn't say that.

Q. Generally speaking, haven't you always signed one-year contracts freezing wage rates for 12 months?

A. As a general proposition, a year has been the figure sought to be established by the union.

Q. Does your union today have any policy which prevents your local representatives from agreeing to a wage rate if it will be frozen to at least a 12-month period.

Mr. Kaiser May I have it read?

(The pending question was read.)

The Witness: I.T.U. has no local representatives which engage in that kind of bargaining.

Q. (By Mr. Shawe) I beg your pardon?

A. The I.T.U. has no local representatives to engage in bargaining.

Q. My point is, would it be in conformity with the policies of the I.T.U. if Mr. Brannock, here in Baltimore, would agree in writing to accept whatever wage increases which were worked out at the bargaining table, that that would remain in effect for 12 months. If he did that would he be in conflict with any of your present policies?

A. Not if the 12-months interval applied to all other conditions of the agreement.

Q. I understand your "Change of Strategy Bulletin," which is your policy as interpreted by the executive board, says that the agreements that are signed now must be subject to 60-day termination.

A. Well, that might be determined after Mr. Brannock forwarded his proposed contract to headquarters.

* * *

Redirect Examination

Q. (By Mr. Kaiser) Mr. Randolph, was Proposition Number 67, which was acted upon at the last convention and which changed Section 43 of Article 4 of the Bylaws by substituting the word "expulsion" for the word "suspension," in any way prompted by the collective bargaining policy adopted at the same convention?

* * *

The Witness: The answer is no.

Q. (By Mr. Kaiser) In effect, Mr. Randolph, the reason for that particular amendment to the bylaws was your belief that there was some conflict between that section and a pre-existing section, I believe Section 15, a conflict which you thought ought to be resolved?

A. That is true.

Q. Mr. Randolph, you testified on cross examination that from the very start of the Baltimore negotiations Mr. Brannock, the president of Local 12, had full authority to negotiate any agreement he could reach with the employers and submit such negotiated agreement to your headquarters for approval, and at the same time had he negotiated such an agreement he would not, in your opinion, have been fully conforming with the collective bargaining policies adopted at the convention.

Will you elaborate upon that testimony,

A. The collective bargaining policies adopted by the convention were elastic enough and susceptible of interpretation and application both as to the matter of conditions of employment and contracts. The policy which was advocated as the best policy was and still is that Conditions of Employment forms be used. The policy is one which is designed to keep up with any development or interpretation of the Taft-Hartley Law. It states in the seventh paragraph that there will be no attempt to violate any law and that we want to comply with all valid laws.

The fifth from the last paragraph of the policy provides "Neither may our unions enter into no-strike agreements or contracts of any kind without approval of executive council."

* * *

Q. (By Mr. Kaiser) So that we may more fully understand your precise meaning, Mr. Randolph, is there anything inconsistent between such unilateral action and prior discussions with employers before the union makes its final decision?

* * *

The Witness: Nothing inconsistent.

Q. (By Mr. Kaiser) As a matter of fact, Mr. Randolph, many of the early typographical associations about which you testified were engaged in what is called unilateral and did, in fact, have discussions with their employers?

A. That is right.

Q. Isn't it also true, Mr. Randolph, that the policy adopted at your last convention expressly contemplated prior discussions with employers?

A. That is true.

Q. Discussions over wages, hours and working conditions?

A. That is right.

GENERAL COUNSEL'S EXHIBIT 80-D

WOODRUFF RANDOLPH, one of the Respondents, called as a witness on his own behalf, being first duly sworn, testified as follows:

Direct Examination,

Questions By Mr. Van Arkel:

Q. May we have your full name, Mr. Randolph?
A. Woodruff Randolph.
Q. What is your present address?
A. 5937 Central, Indianapolis.
Q. What is your present occupation?
A. President of the International Typographical Union.
Q. For how long have you had that position, Mr. Randolph?
A. Since July, 1944.
Q. Prior to that time, were you connected in some official capacity with the International Typographical Union?
A. I was Secretary-Treasurer of the International Typographical Union from November on, from November 1, 1928, to July 15, 1944.
Q. For how long have you been a member of the Union, Mr. Randolph?
A. Approximately thirty-six years.
Q. Have you, yourself, been employed as a working printer?
A. Yes.
Q. For how many years?
A. From the time I joined the Union in 1912 to 1927.
Q. Did you, at one time, hold an office with Chicago Local No. 16?
A. Yes. I was President of the Chicago Typographical Union from June, 1927 to November, 1928.
Q. Did you hold other offices with that local union?
A. By appointment, committee appointments.
Q. Now, what are your duties as President of the International Typographical Union, Mr. Randolph?
A. My duties are, as set out in the Book of Laws, of course, the supervision of the several departments and specifically performing the duties naturally attendant upon such an office, the greater part of which is spent in administrative work.

Q. Mr. Randolph, as the result of your connection with the International Typographical Union, have you had occasion to make a study of the history of that organization?

A. Yes, I have. As Secretary-Treasurer, I have charge of the books and records of the organization which date back to 1850.

Q. Now, prior to 1850, Mr. Randolph, what was the situation with respect to the organization of printers in the United States?

Mr. Johns: I object to that as being immaterial.

The Court: Well, situation as to what?

Mr. Van Arkel: Very briefly, your Honor, I am trying to develop the origin of the laws of the International Typographical Union. This will be a matter of two or three questions.

The Court: Objection overruled.

A. The printers of the nation were organized in typographical societies, some of them dating back to 1899 and before, one of which has a continuous existence since 1915. That is Columbia Typographical Union 101, in Washington, D. C.

In 1850 fourteen of these societies met in a convention of journeymen printers and planned the organization of a national body. They met again in 1851 and again in 1852.

The third convention of journeymen printers is the one at which the National Typographical Union was founded. It was changed to the International Typographical Union in 1869 when Canadian Unions were admitted. That is the only group of unions outside of citizens of the United States that belong to our organization.

Q. Mr. Randolph, can you tell us, briefly, how the typographical societies which preceded the formation of the International Typographical Union, conducted their affairs?

A. The records of No. 101 in Washington, D. C. which I have examined, indicate that they had a constitution, by-laws and a scale of prices that was adopted by the Union, and that was the guide of every member of the Association as to wages.

There was no collective bargaining. In fact, there was no collective bargaining until approximately 1885 or 1886. Prior to all that time, the societies and the locals of the International Typographical Union simply adopted a scale of prices and those who paid the scale of prices were able

to hire Union printers, and those who did not, did not get union printers; and there wasn't any argument about closed shop or any form of shop—they simply worked for a union foreman or they did not work, and the Union foreman hired union men or he did not hire any. So automatically there was a closed shop condition prevailing in the industry from the beginning and the records and histories are clear on that point.

The first collective bargaining was evidenced in about 1886 in Washington, D. C., and in the same year in Cincinnati, Ohio.

The evolution of the industry, by the introduction of the linotype machine, along about that time, caused such an expansion that it became advantageous to both sides, especially to the employers, to have a definite period of time during which a scale of prices would obtain.

Beginning about that year, the International Typographical Union Book of Laws registered the admonition to local unions to consult with employers before making important changes in their scales of prices.

That was the beginning of collective bargaining.

Q. Now, Mr. Randolph, did the scale of prices which the local unions adopted become more complex as the years went by?

A. Yes, the industry, in its evolution, brought in the higher speed presses and the linotype machine, the monotype machine, various castings machines, and as these new machines were introduced, the members of the Union were trained to use them and the Union invariably established what is now referred to as jurisdiction over that type of work.

Q. Now, after the International Typographical Union was formed, did these scales of prices form the basis for the laws of the International Typographical Union?

A. The scale of prices were originally part of the laws of the Union. When adopted they became the law of the Union, and each member, of course, was relied upon to enforce it, to receive that amount of money.

In addition, the laws of the Union contained regulations concerning the conduct of men in the office, the manner in which they performed certain work, and the requirement for overtime, the requirement for certain technical provisions as to payment, the manner in which copy was to be

put on the hook, and the manner in which it was to be paid for if partially standing—very many technical regulations that went to make up the conduct especially of a newspaper office. And, in those earlier days, in fact, up to about 1914, a Union printer was on a job seven days a week. He had a situation of seven days and he was responsible for that situation. If he did not work, it was his duty to supply a substitute to work for him on that situation.

It has been a very much prized feature of our organization from the beginning that a man was responsible and he had a right to employ substitutes any time he saw fit without consultation or approval of the foreman, that the responsibility that he had to perform that work attached to him and the Union discipline was put upon him if he failed. He could be discharged, of course, for what was termed, "jumping". If he failed to show on his job, and there was no reason for it, he was discharged as one who had "jumped" his job. If he was ill, of course, that was something else, but the Union, itself, in those days, saw to it that men were held to the obligations that the laws put on them, as well as whatever the obligations they might have as employees.

Over the long period of years there developed such a tight, uniform set of regulations that it has established what is to us known as a union shop. There is some confusion of terms that ought to be eliminated.

For instance, when we referred to a union shop, that was synonomous with closed shop. Our term, "closed shop", in the earlier years was the term applied to a shop which the Union closed to union men, would not permit men to work in it. Over the years, the terminology has somewhat changed, and now the closed shop is assumed to be one in which only union men work, and the new terminology put into the Labor Management Relations Act referring to a union shop is only what we have always regarded as an open shop, wherein an employer could employ both Union and Non-Union men.

That is interesting in view of the confusion it makes with our people to refer to the Government operating union shop, and accounts for some of the sarcasm of our terminology with reference to what the Government terms a union shop.

These regulations that are contained in our laws are, since 1930, condensed into what we term the General Laws, some sixteen or eighteen pages, in which the laws of the Union are concentrated, those laws which have any effect on the interests of the employer in the shop.

It has been the position of the Union ever since its beginning, that the Union laws determine the character of the union shop, and the union shop has always insisted on those particular provisions that are now in the General Laws, insisted that they be the minimum basis for collective bargaining with the employers, that in no case has the International Union ever deserted that position, and in no case has the International Union ever tolerated any other type of collective bargaining. In fact, the local unions that go to make these laws are the ones that enforce them, the ones that elect the officers of the International Union to administer the laws that they adopt.

Q. Mr. Randolph, I would like to show you this Book of Laws of the International Typographical Union effective January 1, 1948. Does that book contain the presently existing laws of the Union?

A. It does.

Q. And are the General Laws included in a separate section beginning on Page 94?

A. That is right.

Mr. Van Arkel: I would like to offer in evidence the full Book of Laws.

Mr. Johns: No objection.

(Respondents' Exhibit No. 9 was marked for identification.)

The Court: Admitted.

(Respondents' Exhibit No. 9 the Book of Laws, was admitted in evidence.)

Q. Now, Mr. Randolph, are the General Laws, those laws which are of interest to the employers because they relate to the operation of the composing-room?

A. That is right.

Q. And are the other by-laws those that relate to the internal affairs of the Union?

A. That is right. The Constitution and the By-Laws and Convention Laws and Resolutions are internal matters.

Q. Are those General Laws the accumulated experience of the Union, Mr. Randolph?

A. Yes, they are.

Q. Would you describe the method by which General Laws of the Union are adopted?

A. The General Laws may be changed either by convention action or by referendum vote of the membership. The General Laws are changed in order that uniformity throughout the United States and Canada may be accomplished on matters which the Union considers should be taken care of in that way.

The processes of collective bargaining will, for instance, establish a certain practice throughout the country, and it may be the prevailing practice, but in order to then make things uniform, the law may be adopted covering that point and then at the next negotiation local unions will be able to negotiate contracts with the new laws in effect and make the practice uniform throughout the country.

Our uniformity is one of the greatest assets we have, and one of the things that is undoubtedly of great value to employers. Our members can go from Canada to the Gulf, or from the east coast to the west coast, and they can fit in a union shop, knowing what is expected of them, and trained to perform the duties that they may find in any shop in the country.

Q. Has the printing industry normally been a highly competitive industry, Mr. Randolph?

A. Very competitive, especially in the commercial field.

Q. Do these General Laws secure a substantial uniformity of working conditions throughout the country?

A. They do.

Q. Is that, in your judgment, a protection to those employers who are anxious to assure the best working conditions for their employees?

A. That is so, and some of the contracts have provisions that if the Union accords any different or better provisions to any other employers in a community, that the employer holding the contract may, upon request, be accorded the same privilege.

Q. Now, are printers traditionally a mobile craft, Mr. Randolph. Do they move about a good bit?

A. That is true, and the whole history of the organization indicates that. We have what is known as a traveling card. Any member of the organization that desires to go to any other city to work may apply for a traveling card from his local secretary-treasurer, which is given him on request,

and he can go to any other city, deposit that traveling card and seek work there on the same basis that he did in any other city.

Q. Now you mentioned, Mr. Randolph, that General Laws may be adopted either by action of the convention or by referendum vote of the membership.

Would you describe, briefly, what the convention of the International Typographical Union is?

A. It is a convention of delegates from local unions, elected in May of each year. The number of delegates varies according to the size, one delegate for unions under one hundred, and five is the most that any union has sent to a convention up until now. Chicago has sent five. New York could send maybe six or seven, but it has never sent over four, so that the convention is made up of delegates, in the main, from the medium and smaller unions.

Q. Now, are those delegates elected by secret ballot of their local unions?

A. They are elected by secret ballot, the procedure being set out in the International Book of Laws.

Q. What is the procedure with respect to changing laws through a referendum vote?

A. Any local union that desires to propose a change may, by following the procedure of the International Book of Laws, send that proposal to all other Local unions. If, and when, one hundred fifty or more local unions shall have endorsed that proposal for a referendum vote, the International officers must send it to a vote.

Q. Now, are there certain matters which must be the subject of a referendum vote among the members, Mr. Randolph?

A. Yes, any matters affecting news or assessments, any matter that has any part of the Constitution, that they desire to change, must go to referendum vote. Even if a convention was to change the Constitution, it can only send the matter to referendum vote for the members to decide that question.

Q. Now, you testified, Mr. Randolph, I believe, that the General Laws of the Union provide a floor upon which a structure of collective bargaining is erected.

What are the subjects of collective bargaining not covered by the General Laws, or covered only partially?

A. Well, the collective bargaining is had for wages,

hours and working conditions. The matters in the General Laws have little effect on wages, hours, or working conditions, outside of the conduct of the men themselves. The General Laws provide for the manner of training apprentices, provide for the priority system, and the hiring of substitute system.

It provides for a maximum of hours which can be incorporated in an agreement and provides for minimum rates for overtime and time and a half, and various things of that kind, but the wage rate, the number of hours, less than the maximum, and other economic matters, are the subject of collective bargaining with the employer.

I may say that the general contract provisions are quite generally the same on the essentials. It is only a matter of degree.

Q. Is any local union free to bargain for better conditions than are provided in the General Laws on any subject?

A. Yes. That is a pretty wide open thing. I say yes because it has got to be better for the printer. If that is not clear, they can bargain for shorter hours, but they can not bargain for more than the eight hours a day.

Q. That matter being covered by the General Laws of the Union at this time?

A. That is right.

Q. Was the 8-hour day the prevailing practice in the industry before it was incorporated in the Union laws, Mr. Randolph?

A. It was pretty well established.

Q. Now, what degree of autonomy does each local union have?

A. Each local union has the right under the first Article of the Constitution to adopt all laws for its self-government which do not conflict with the laws of the International Typographical Union.

Q. Do they elect their own officers?

A. They do.

Q. Do they adopt their own Constitution and By-Laws?

A. That is right?

Q. Do they have their own funds?

A. Yes, they do.

Q. Financial arrangements and the like?

A. Yes.

Q. Now, there has been some talk here, Mr. Randolph, about the question of the approval of agreement by the International Union to see whether or not they comply with the laws of the Union. Would you explain, briefly, how that has operated in the past?

A. A local union is required by the International Typographical Union laws to submit to the President of the International Typographical Union any proposed agreement that it seeks to establish. The submission to the President is for the purpose of review and approval as being in compliance with the laws of the International Typographical Union. The reviewed document is returned to the local union and corrected if need be before presentation to the employer. Then, before signing any contract, the local union must again refer it to the International President for review and approval as complying with the laws of the International Union.

Q. So that, if you will excuse me, Mr. Randolph, under the laws, the local union is required to obtain the approval of the President of the Union before submitting the approval to an employer?

A. Yes, sir.

Q. And also after the agreement has been negotiated but before execution?

A. That is right.

Q. For how long a time has that been the practice, Mr. Randolph?

A. Well, I have been a member thirty-six years,—I don't know how much longer before then, but it did go on before that, then.

Q. At least thirty-six years in any event, that has been a requirement of the laws of the Union?

A. Yes, I think I could testify to that.

Q. Now, after a contract has been executed, between an employer or a group of employers, and a local union, has it been customary in the past to submit that again to the International President or the Executive Council?

A. No, the reference to the International President before signing is for the purpose of seeing to it that the laws of the Union have not been violated and, of course, if they have not, the agreement is approved as being in compliance and returned to the local union, a copy being kept in the files at Headquarters.

Q. Has the signature of the President of the International Union, in the past, appeared on contracts entered between local unions and the employers?

A. It has appeared by way of an approved clause which has varied over the years depending on the time the President who may have been in office at the time.

Q. Now, what is the effect of such an approval clause on an agreement once executed?

A. It indicates that the agreement is in compliance with the laws, and it also indicates that the International Union will support the local Union in enforcing it, and it also indicates that the employer has the right to require the International Typographical Union to interpret the obligations of the local union in circumstances where those obligations may not be interpreted through the joint standing committee arbitration procedure which is generally set up in contracts.

Q. In the past, or up to the present time, Mr. Randolph, could the Executive Council of the International Union direct a local union to enter into an agreement?

A. No.

Q. What was the procedure under the laws of the International Union by which agreements were arrived at?

A. The local unions are the contracting parties according to our laws, and there has never been any requirement that local unions must have contsacts.

Q. In fact, in the past, before 1947, Mr. Randolph, had a number of local unions operated without agreements?

A. That is true.

Q. In any substantial number of cases?

A. Oh, I would guess perhaps between fifty and seventy. That is a guess.

Q. Now, must agreements be approved under the laws of the International, by the membership of local unions before they can be entered into?

A. They must, yes.

Q. By what sort of vote is that?

A. By a majority vote. If it is a matter that has been submitted to them by an employer, it requires a three-fourth vote for a local union that has no contract to arbitrarily change its scale of prices. That is a hangover from the old days, and it parallels the three-fourths vote necessary for a strike. In other words, if a local union should

change its scale of prices, it would have to have the same amount of force behind it as would be required for a strike vote.

Q. Now, does the International Union have any power, Mr. Randolph, to direct or to force a local union to engage in a strike?

A. No.

Q. Would you describe the procedure by which a local union may engage in a strike?

A. The general method of operating in our union is that the local unions will try by negotiation to arrive at an agreement with their employers. If they are unable to arrive at any agreement, and there is a possibility of trouble, our laws provide that the local union must notify the International President and that he must, in person or by proxy, endeavor to settle the controversy and he presents to the local union the best that he or his representative is able to secure by way of an offer from the employers.

As far as I know, no other union has ever given the employers the right to have their offer submitted to our union and voted on by the members. That has been a long-standing principle in our organization. The proposal, of course, must be in accord with our laws before he can have that right. In other words, it is not proper for any officer, local or International, to submit for a vote, something which the Union has no right to vote on and be in compliance with our local laws, but the procedure has been successful over a long period of time in avoiding strikes because the representative of the International President, has an opportunity to bring in a larger view, a wider experience, and to be able to dissipate local disaffection, local heat, which may involve personalities and which may bring about difficulties otherwise. The system has proven itself over a great many years.

Q. Now, what vote is required before a local union may engage in a strike?

A. It requires a three-fourths vote by secret ballot.

Q. Of those attending the meeting or of all the members?

A. Of those attending the meeting.

Q. Now, must the local union first take a vote to request the sanction of the International Union to take a strike vote?

A. Well, when they request a strike vote, that is a formal vote. Of course, then the effort is made by the International representative or officer to settle it, and if he cannot settle it, he reports the matter to the Executive Council and after consideration, the Executive Council may authorize the local union to take a strike vote.

Q. And that is the vote which requires a three-fourths majority of the members voting?

A. That is right.

Q. Now who compose the Executive Council of the Union, Mr. Randolph?

A. The President, the First, Second, and Third Vice-Presidents and the Secretary-Treasurer.

Q. What are the duties of the Executive Council?

A. Well, the general duties mentioned in the Constitution are to exercise a general supervision over the business of the International and local unions. In the By-Laws the duties of the Council are set out at great length, and the procedure through which they may do certain things is specified.

Q. Now, you testified, Mr. Randolph, in connection with approval of agreement by the International Union. Have there been occasions in the past when local unions have entered into contracts not approved by the International President of Executive Council?

A. Many times, yes.

Q. Can you cite any instances where that has been the case?

A. Yes, for many years; Washington, D. C. did not operate under approved contracts. For quite a few years Pittsburgh was without an approved contract. For two years, Chicago was without an approved contract. The smaller unions will register perhaps fifteen or twenty a year. The matter is usually corrected. By the next time they negotiate a contract they will have corrected the deficiency which sometimes is inadvertent and because of a lack of following out the procedure of the law, to send it in for approval before signing.

In other words, local unions will get the idea that when the proposal has been approved and they have negotiated a settlement, they think there are no changes made that are important, they will sign it and send it in. The result is it may be found deficient in some particular and the con-

tract will not be approved. It will be returned to them and they are all anxious to have those things corrected as soon as they can get them corrected; if it is something that involves the employer's interest, and they are unable to get it corrected, they may run on a number of years, as they did in Washington and Pittsburgh.

Q. Now, what is the effect, Mr. Randolph, of a local union operating without an approved contract?

A. The effect is that the International Union does not recognize that they have a contract, and if they get in trouble, why, it is their trouble. That is the spur they have to pay attention to the essentials of an approved contract.

Q. If a local union, for example, were operating without an approved contract, would the International Union, would the Executive Council, authorize a strike to enforce the terms of that agreement?

A. It would not.

Q. Similarly, if a local union were to violate such an agreement, would the Executive Council take any action upon the request of employers?

A. No, it would not.

Q. Does it have any other practical effect, Mr. Randolph?

A. The approval of the contract?

Q. The operating without approval of agreement.

A. Well, it deprives, of course, the members of that union of having the benefit, a particular condition which they don't have.

Q. Now, in the past, Mr. Randolph, when locals have operated without approved contracts, has the Executive Council or the International Union taken any action against such local unions by way of reprisals or penalties?

A. No. I know of no such instance.

Q. Now since August of 1947, Mr. Randolph, have any locals entered into non-approved contracts?

A. I don't know of any right off. It may be. Let me think a minute.

Yes, I know definitely of one. That is Akron, Ohio. I can't name any other right now.

Q. Now, talking specifically about the local union at Akron, Ohio, has the Executive Council taken any action since August 22, by way of reprisal or penalties or penal-

ties against the officers or members of the Akron Local?

A. No, we have not.

Q. Now, I will turn to another matter, Mr. Randolph: What is the part of the Typographical Union in education of printers?

A. The members of the Typographical Union have always taught the trade to apprentices. The International Typographical Union has always limited the number of apprentices that would be trained in a given office.

Q. Is that also a matter that is covered by the General Laws?

A. That is covered by the General Laws, and also by contract provisions. In other words, the General Laws have a certain maximum number of apprentices, based on the number of journeymen, and many local unions contract for a lesser number than that specified in the Book of Laws.

Q. Well, to continue—first, let me ask this: Let's assume a young man who wants to become an apprentice, how does he go about it?

A. Well, he has to find some employer that will hire him as an apprentice and the first year is one of probation, and at the end of which the employer may discharge him and start somebody else out.

At the beginning of the second year he has always become an apprentice member of the Union, and from that time on he has been required not only to learn the trade in the steps specified in our Book of Laws and Contracts, but is required to take a course of lessons in printing from the International Typographical Union that are graded and dispensed through our Bureau of Education.

The entire course is one that is owned and operated by the International Typographical Union and has been one of the means whereby we have established competent journeymen.

Mr. Van Arkel: I don't intend to introduce these, your Honor, but I would like the witness to identify these.

Q. Are these the lessons in printing prepared by the International Typographical Union? (Exhibiting the books.)

A. They are.

Q. Is each apprentice required to study those?

A. Yes, he is required to take the technical course provided in those books.

Q. About how many pages of lessons is the apprentice required to study?

A. There are eleven volumes—run close to three thousand pages.

Q. That is over how long a period?

A. Over the five years, beginning with the second year of apprenticeship and ending the sixth year.

Q. At the end of his apprenticeship does he take an examination?

A. He not only takes an examination at the end, but there is in some societies a joint apprenticeship committee, and where there isn't, there is a committee of the Union to see to it that he makes progress throughout the years of those lessons.

Q. Is the apprentice required to pass an examination before being admitted as a member of the Union, Mr. Randolph?

A. Yes, he has to secure a diploma from the International Union for his technical training and he must be passed on by the local joint apprenticeship committee as regards his competency on shop work.

Q. Is the examination which the apprentice is required to pass, made up by the International Typographical Union?

A. Is the what?

Q. Is the examination which the apprentice is required to pass made up by the International Typographical Union?

A. The examination as to the technical course, yes. The examination as to the competency on the shop work is carried on by the local union.

Q. Are those examinations graded by the International Typographical Union?

A. Yes, they are.

Q. Would it be fair to say that admission to membership in the International Typographical Union means that a man is a fully qualified competent journeyman printer?

A. That is true.

Q. For how long a time has the International Typographical Union supervised in that way, that the training of apprentices in the trade, Mr. Randolph?

A. Oh, I think about, since about 1913, as to the technical course. I am not sure of that date, but for all time before, so far as determining the competency of a man as a journeyman in the local union.

I can clarify that a little by saying that a Union card has been the badge of competency throughout the years. That does not prevent a foreman from discharging a man for incompetency if he finds him incompetent.

Q. Is that fact generally known in the industry, Mr. Randolph?

A. Yes, it is.

Mr. Johns: The competency of the man, or the ability of the foreman to discharge him?

Q. I was referring, Mr. Randolph, to the fact that Union men are competent journeymen. Is that fact generally known in the trade?

A. Yes.

Q. For that reason do many employers prefer to hire Union men because they know that they are competent?

A. I think that is right.

Q. Now, you mentioned the joint apprenticeship committee which supervised the education of the apprentices. How is that joint apprenticeship committee set up?

A. In the cities where the employees want to take enough interest to appoint a committee, the Union welcomes that interest and so provides in its General Law. The smaller places where the employers don't want to bother, the apprenticeship committee is of Union members only. We have always sought cooperation of the employers in joint apprentice endeavors because the more interest they have in making competent journeymen, the less trouble the chapel chairman has in seeing to it that the foreman gives the apprentices the opportunity to learn the various activities.

Q. Are these working members of the Union to take the apprentices in hand and teach them the trade in the shops?

A. That is right.

Q. As part of the course of the lessons in printing, are apprentices trained in the principles of trade unionism?

A. Yes, there is a book entitled, "Lessons in Unionism", as a part of that course, that each apprentice must

read before he completes his apprenticeship and each applicant that has not been an apprentice must likewise subscribe to that book and read it.

Q. In the course of those lessons, are the traditions and practices of the Typographical Union taught apprentices?

A. Yes.

Q. Now, I would like to ask about certain traditions of the Typographical Union, Mr. Randolph?

Has the International Typographical Union sought to force men into membership in the organization?

A. No, at no time.

Q. Have they avoided forcing men into the organization.

A. That has been one of our principles. We have a desire to have only as members, those who believe in the principles of trade unionism and who are competent and we would rather seek those whom we would like to have in the Union than have anyone forced our way.

Q. If the Union were to follow policies, Mr. Randolph, or to follow a policy of forcing men into the Union, might that debase the standards of the craft?

A. It would undoubtedly, and we depend upon loyalty first, as an essential in our organization. We could not anticipate loyalty out of anyone who was forced into the Union.

Q. Now, would that reflect unfavorably on the reputation which members of the Union have as competent journeymen?

A. It would.

Q. Can persons be admitted to membership in the Union who have not completed their apprenticeship training course?

A. Applicants who allege that they have already learned the trade in some other way, are not required to take the lessons that an apprentice takes. The local union is required under our laws, to examine all applicants and to determine locally whether they are competent printers or not.

Q. And may the local union then admit them to membership if they find that they have the requisite standards of competency?

A. They may.

Q. Now, may a representative of the International Typographical Union enter any negotiations between local unions and employers without the permission of the local union?

A. No.

Q. Under what circumstances may a representative of the International Union under your laws, intervene in negotiations between publishers and local unions?

A. He comes in on request of the local union to the International President, and the International President will assign one of the representatives to do that.

Q. Are there any other circumstances in which a representative of the International Union may enter the jurisdiction of a local union?

A. Oh, he can enter any time he pleases. It is one of his duties when he is in a city, to make certain inquiries, and to—not to in any way interfere with their collective bargaining, but there is a duty specified in the Book of Laws and has been there a long time—I doubt if many representatives know it is there, but they are performing it—but I am trying to be exact—there is a duty of looking over the books of the local unions when he is in that area.

Q. How are the dues to the local union or the International Union fixed, Mr. Randolph?

A. The dues that may be charged by the local union for local union operations is a matter for the local union to decide.

The dues to the International Typographical Union are provided for by the law adopted by referendum vote and provides for per capita tax. Each member must pay one dollar month and a percentage of his earnings to the pension and mortuary funds. That percentage is 2%, and such other assessments as may from time to time be voted by the membership for specified purposes.

There is also out of the dollar a month per capita, fifty cents which goes to maintain the Printers' Home in Colorado Springs. About $450,000 a year is expended in keeping that institution going, and the 2% of earnings is spent on pension and mortuary benefits; over three and a half million dollars a year pensions and over six hundred thousand dollars a year in mortuary benefit.

Q. Now, Mr. Randolph, has it been a tradition up to 1947, at least of the International Typographical Union

that Union men would not work with competing non-Union men?

A. It has been a historic tradition that they would not so work.

Q. Could you amplify the reasons for that tradition?

A. Well, the whole history of the Union is one based on what we used to term, "a union shop," which is now regarded as a "closed shop".

As I stated a while ago, the Union members only sought work in shops where there was a Union foreman to hire them. Automatically, there was a union shop. The practice was universal. There was no need even to discuss it.

Q. Now, by the same token, could a Union man seek work in a non-union shop?

A. No, except on perhaps some very special occasion, the Union might encourage one of its members, with a good propaganda line, to seek work and try to organize some of the men.

Q. But, was it the normal practice of the industry that Union men did not seek work at shops which did not maintain union conditions?

A. No, it is one of our traditions that we did not work in non-union offices and if any member was caught at it he was penalized and very often expelled for what the Union terms "ratting".

Q. As a result of that tradition, Mr. Randolph, has the industry traditionally been divided between shops which have operated as Union shops and shops which have operated as non-union shops?

A. That is right.

Q. Has that also been true in the newspaper industry?

A. That is right.

Q. Would it be correct to say that the exceptions to that rule would be found only in those cases where men deliberately went to work in non-union shops in order to organize them?

A. That is right.

There is one big exception, and that is the Government Printing Office.

Q. There, non-union men and Union men work together?

A. That is right. There is no collective bargaining as such, and there has never been any attempt to enforce the hiring only of Union men in that plant. However, those

who stay, invariably apply for membership in the Union and become members.

Q. Now, has the Union for some years, Mr. Randolph, had a tradition with respect to working on struck goods?

A. It has. The laws of the Union have always provided that a local union had authority to determine what constituted struck work, and that after it had so determined the work, the members could refuse to handle it.

Q. Could you define briefly what you mean by the expression, "struck work", Mr. Randolph?

A. Struck work is such work as emanates from, or is going to, a plant where our members are or have been on strike. Unfair work is work that may come from an all non-union plant.

Q. Could you explain the reason for that tradition?

A. Well, it is a very vital factor in the survival of the Union because the industry is composed of certain specialized lines.

For instance, one plant may have all of the departments manned by union men, may have linotype machines and monotype machines and the various casting machines, and operated completely a union composing-room. Another plant may have half that number of particular functions, and want to buy the other half from some non-union plant, and the result would be that he could undercut the union shop that employed union men on all processes, and both competing for an allegedly Union product. An all-union print shop that is bound by the Union scale, Union conditions, expects another all-union print shop, as far as it goes, not to buy half of the job from some undercutting non-union plant, cheaper labor, and cheaper practices, and thereby force the Union scale down, rather than have the Union product recognized as a completely Union product; so that the working on non-union work, or struck work, is a practice that brings about unfair competition in the business, and would force down eventually—would force the Union scale down by dilution of non-union products with union products in some shops.

Q. Is that also a protection, in your judgment, Mr. Randolph, to the employers who are operating under Union conditions?

A. Oh, undoubtedly.

Q. Could you amplify that?

A. I just now did, to show you that the employer who employs all Union people would be subjected to unfair competition of an allegedly Union plant that buys some of the products from a competing non-union plant.

Q. In effect, Mr. Randolph, if Union men work on goods coming from plants where other members of their Union are on strike, would they, in effect, be acting as strike breakers against fellow members of their organization?

A. They certainly would.

Q. Now, has there been a tradition on the part of the International Typographical Union, Mr. Randolph, to request that employers recognize the right of the Typographical Union to adopt laws not at variance with the contracts reached with employers?

A. That is right.

Q. Has a clause to that effect been usual in collective bargaining agreements?

A. It has been usual, yes.

Q. Could you explain the reason for that?

A. It is historical that the laws of the Union of the year the contract was consummated were referred to in that contract as applicable during the life of that contract, and also the employers have insisted that the laws they agree to are not in conflict with the contracts they agree to. They did not like to read them or study them or know their effect, so that they did know what was in the contract, and they agreed to the laws that were not in conflict with that contract, and that kind of a clause has been either in contracts or in an arbitration agreement that began in 1901 and was adopted in five-year jumps, 1902 to 1907, 1907 to 1912, 1912 to 1917, and 1917 to 1922.

The mere exemption from arbitration in the laws of the Union, was accepted as an agreement that the laws of the Union were operative. When that agreement was discontinued in 1922, because the American Newspaper Publishers Association did not want to renew it, the laws of the year in which the contract was consummated, were the laws that governed on such matters during the life of that contract. There have been——

Q. (Interposing) Just let me ask this one question, Mr. Randolph: Were the laws of the Union subject to change during the life of an agreement?

A. No.

Q. That is to say, the contract merely said that practices not coming within the contract, would, during the life of that agreement, be governed by the laws which were in effect prior to the entering into of the agreement. Is that correct?

A. That is correct, yes.

Q. Now, Mr. Randolph, I wonder if you would state what in your judgment, would be the effect of the entire elimination of these—strike that.

Further, Mr. Randolph, has it been the tradition of the International Typographical Union that it should determine the boundaries of its jurisdiction?

A. That has been the law of the International Typographical Union, very definitely a part of the Constitution, and the Union has never recognized the obligation of any outside agency or the right of any outside agency to determine the work upon which our members would be engaged.

Q. Has technological advance in the printing industry been rapid in the last years, Mr. Randolph?

A. It has been quite rapid during the last fifty years.

Q. Has that posed, from time to time, jurisdictional problems for the Union?

A. Only with regard to the employer. We have had no jurisdictional problems with other trades.

Q. In what way have there been problems with the employers?

A. Well, the Union, of course, insisted on our members who had been working as hand compositors, to learn the operations of linotype machines, and each other machine as it came into being, and during the past year or two we have had quite a controversy about the injection of another new machine in composing rooms.

Q. What is that machine?

A. Teletypesetter, tape puncher.

Q. So that you say it has been the tradition of the craft that the jurisdiction of the Union would be something to be determined by the members of the Union themselves?

A. That is right, and essentially it must be so, because the matter of exercising economic strength to retain our jurisdiction forces you to not take more than you can hold.

Q. During the years, Mr. Randolph, have various crafts segregated out from the International Typographical Union?

A. Yes, until 1892 the International Typographical Union exercised jurisdiction over the entire printing field with the exception of lithography. Beginning in 1892 the Pressmen desired to form a Union of their own and were permitted to do so by the International Union. In 1896 the Bookbinders decided to do likewise, and did so. In 1903 the Stereotypers formed a Union of their own, and in 1906 the Photo engravers did the same.

Q. In each instance, did the Typographical Union interpose any obstacles in the way of these crafts organizing their own International Unions?

A. None whatever.

In 1911 we formed the International Allied Printing Trades Association and assigned to that Association the Allied Union label, the label previously owned by the International Typographical Union, and has been getting along with them ever since, and the Union label indicates that the entire product is produced by members of those five Unions.

Q. Mr. Randolph, does the membership of the International Typographical Union comprise many small local unions?

A. Yes, out of the 850 unions, 607 have 50 members or less.

Q. Has that been true in the history of the organization, Mr. Randolph?

A. Yes, it has.

Q. That there are many small locals?

Now, these traditions which you have discussed, Mr. Randolph, were each of them related to the continued existence of the Union?

A. I did not hear you.

Q. I say, you discussed certain traditions of the organization. Were each of them vital to the continued existence of the organization?

A. That is right.

Q. Would you explain how?

A. You might inject a non-union foreman, for instance, in a shop, and with a few non-union helpers, he could disrupt the Union in no time. The type of discrimination

that can be practiced in a composing-room by one who knows how, would be such as no layman could understand, or prove before a National Labor Relations Board.

Q. How about the tradition of the Union not to work on struck goods?

A. That is equally fundamental because of the opportunity for destroying the opportunity to work with some other Union man.

Q. Would it be true, that if that process were to continue, the Union could shortly be wiped out of existence?

A. I would not say shortly, because of the state of the industry at this time, but it would be a steady process that would increase in momentum as the competitive force was exercised, as the non-union shops would increase and the Union shops decrease.

Q. How about the matter of jurisdiction, Mr. Randolph?

A. The matter of jurisdiction is something that is the very life of the Union because if you can't control, to a fair degree, the wage rates of a particular process, the competitive pressure that is in evidence through so many small competing shops would soon take away your opportunity to have your members work on that process. You find the employers willing enough to agree to jurisdiction over a process and the payment of a scale for it if their competitors have to do the same, but it is very difficult if their competitors do not have to do all that they have to do.

Q. If the employers, for example, were allowed by themselves, to determine what the jurisdiction of the Union should be, would that enable them, shortly, to eliminate the Union?

A. If they could decide that question in toto, there would not be any Union tomorrow.

Q. Is the same true with respect to the power of the Union to make laws by which the members of the organization agree to be bound?

A. That is essentially so, bearing in mind that we are a democratic organization, that the members make those laws, they don't make any more than they have to to get along. The laws we make that have to do with composing-room regulation and in which the employer has an interest, are such as we would necessarily strike to enforce.

It is obvious that if we have to strike to enforce a regulation, we are going to be careful about the kind of regulations we adopt. That is the brakes that is put on the Union to prevent us from making unreasonable laws, or prescribing unreasonable conditions for composing-room operation.

Q. Now, Mr. Randolph, these traditions of which you have spoken, had they, up to 1947, led to harmonious relationships between employers in the industry and the International Typographical Union?

A. Quite so.

Q. Was the industry characterized by an absence of strikes prior to 1947?

A. That is true. I would not say absent, but a minimum number.

Q. When was the last major strike in which the Typographical Union was involved?

A. In 1921, in the commercial field.

Q. What was the issue in that strike?

A. The shorter work week, 40-hour week.

Q. Now, Mr. Randolph, from your knowledge of the members of the Typographical Union, are they, as a result of their training, experience and traditions, loyal to the organization?

A. Very much so.

Q. Are they, as a result of this training, deeply imbued with these traditions?

A. They are.

Q. Now, Mr. Randolph, I direct your attention to the passing of the Taft-Hartley Act on June 23, 1947. Did the Executive Council of the Union have occasion to study the effect of the Taft-Hartley Act on the traditions and practices of the International Typographical Union?

A. Prior to it?

Q. No, after its passage, or before.

A. Well, at the time it was passed we had to give immediate and concentrated attention to it, and try to figure out what its effect would be on our Union.

Q. Now, in what way did the passage of the Taft-Hartley Act affect the traditions which we have been discussing?

A. They affected us in three major particulars: one being that it would prevent us from contracting for the

closed shop; two, that it would affect the law and principle of refusing to handle struck work, or non-union products, and on that point, there still is a lot of room for study; and third, it provided an avenue whereby the employer might, unless we could contract to the contrary, absolutely destroy the Union, piecemeal, by delegating portions of our work to other trades, crafts, or classes.

Q. Can you recall which sections of the Act were particularly involved in these matters, Mr. Randolph?

A. I can't name the sections. I believe 8 (b) (4) has the dismembering language, where he cannot compel an employer to give work to a particular trade, craft or class.

The other sections—I haven't memorized them by name, but I do know that the effect is there, and that we have an opportunity to contract out of some of that difficulty. We do not have much opportunity to contract as regards an employer hiring non-union men. So we concentrated on trying to devise some way of contracting to maintain for the year permissible, the closed shop, and to safeguard these other difficulties.

Q. Now, Mr. Dale testified here, I believe, Mr. Randolph, with respect to a conversation that he had with you in July of 1947; did you have such a conversation with Mr. Dale?

A. Yes, I did.

Q. Who is Mr. Dale?

A. Mr. Dale is the Chairman of the Special Standing Committee of the American Newspaper Publishers Association.

Q. Did you call him or did he call you?

A. I called Mr. Dale. I mentioned to him the impact of the law on the relationship of Publishers and our local unions, and the effect it would have on the contracts, and asked him if he wanted to suggest to his Special Standing Committee that we try to jointly arrive at a method of advising both the Publishers and the Union how best to get along under the circumstances.

He said he would contact his committee and did so, and later called me and said that his committee was of the opinion that they did not want to discuss just one phase of the relationship, but they would like to discuss a whole lot of other phases.

I told him that we had not time to discuss a lot of phases, but there were some very urgent points that should be covered if his committee would take on themselves the job of advising Publishers as to how to handle this thing, if we would do likewise.

We had had a number of conferences before with that Special Standing Committee, and had arrived at the conclusion that there was absolutely nothing to be accomplished by further discussion with that committee. That was in 1944 and early 1945, but it occurred to me that his office could be very helpful and we could be very helpful in eliminating trouble if we could arrive at a joint statement for the guidance of the Unions and the Publishers until we could get our feet on the ground.

So, my suggestion failed because they would not meet on this point, and wanted to talk about a lot of other things.

Q. Let me ask you this, Mr. Randolph: Had the Special Standing Committee of the Newspaper Publishers Association made an effort for some years to induce the Union to agree to the principle of arbitration of its laws?

A. Well, the committee itself, I can't say that the members of the committee itself did so, but from 1922 on, the American Newspaper Publishers Association was committed by its convention action to a policy of complete arbitration of matters that might be contained in a contract. That position was one never concurred in by the International Typographical Union and never made a practice in the industry. Several times from 1922 to 1947 they attempted to accomplish their ideas along that line without success.

Q. Was that one of the points that Mr. Dale said he wanted to discuss in this conversation in July?

A. No, he said he wanted to discuss a lot of other points, and I presume he wanted to talk about a lot of other things he had talked about before. The latest effort of the Special Standing Committee, to accomplish arbitration of everything, was in 1944, I believe. It was not a formal convention of the American Newspaper Publishers Association, it was a meeting of Publishers called by the Special Standing Committee in Chicago, and one of their points was that everything to be put into a contract, should be subject to arbitration.

That brought a reaction from us, and the gradual breaking down of the use of the old arbitration agreement came to a point where we had to discard it entirely, made necessary that I explain from 1922 on, the machinery of arbitration was kept available by the American Newspaper Publishers Association and the International Typographical Union for use by such local unions and Publishers as might want to use it, and that was used less and less as the years went on.

And at that time the position of the Special Standing Committee Chairman had reached a point where it was utterly impossible for me to agree with him as to what was arbitrable and what was not under that old arbitration agreement.

So, that we reacted to the attitude of the Special Standing Committee in such a way as to prescribe the only way that we would approve our local unions using that old arbitration machinery. That was met with another reaction on his part, and that was then the cause of our discarding it entirely and not permitting it used. From that point on, we had no, absolutely no point of contact or no purpose for contact with the Chairman of the Special Standing Committee or the American Newspaper Publishers Association at all.

The only relationship we ever had was that the two organizations agreed upon the machinery of arbitration which was available through local unions and publishers who signed a local contract to arbitrate under that machinery. We just provided an avenue for those local people to follow, an avenue of appeal in case local decisions were not acceptable. In cases of appeal, when the Executive Council of the International Typographical Union and Special Standing Committee members supplied members to the International Board for arbitration. That was the only point of contact and officially it did not exist from 1922 on, but from 1944 on it did not exist at all.

Q. Now, Mr. Randolph, after these conversations with Mr. Dale, did you again return to a study of the problems presented by the Taft-Hartley Act?

A. We did.

Q. When you say, "we" do you mean by that the Executive Council?

A. The Executive Council and Legal Counsel.

Q. What conclusions did you arrive at, Mr. Randolph, as the result of your examination of the law and of the impact of the Taft-Hartley Act on the problems of the Union?

A. Well, we arrived at the conclusion that we would offer to local unions, a form upon which they might agree with the Publishers for the extension of contracts for that permissible year, and thereby have time to get into the other things that were bothering us. The form was prepared and designated as Form A and distributed to local unions so that they might take advantage of a chance to continue the closed shop for a while longer. That form was not acceptable because immediately it was issued, the Chairman of the Special Standing Committee printed in his bulletin, opposition to it. He was advising Publishers not to agree to it, and there were very few that did.

Q. Mr. Randolph, do you receive the bulletin of the Special Standing Committee of the American Newspaper Publishers Association?

A. We receive one printed bulletin as issued.

Mr. Van Arkel: Any objection to my letting the witness have these excerpts?

Mr. Johns: No, I have no objection.

Q. Mr. Randolph, was it this first memorandum of July 22, 1947 to which you referred in speaking of the advice which the Special Standing Committee gave the Newspaper Publishers?

A. Yes.

Q. Would you read the important language in that?

A. It is from page 703 of the Bulletin No. 4954, dated July 22, 1947 and stated:

> "Publishers should be careful to avoid negotiating any provision that destroys the other provisions in the contract, solely because one or more provisions are determined to be illegal. It is suggested that member publishers who are in negotiations should contact this office before committing themselves to any provision, such as that which is included in the above quoted instructions to Typographical Unions."

Q. Were there further instructions issued on July 31, by the Special Standing Committee of the American Newspaper Publishers Association, with reference to Form A, Mr. Randolph?

A. Yes, in Bulletin No. 4957, dated July 31, 1947, takes Form A as a whole and breaks it down, section by section, and the concluding paragraph reads:

> "This matter has been referred to the General Counsel of the ANPA who expressed the following warning: 'No publisher who can resist economic pressure by the Union between now and August 23rd, should enter into a contract with a Union in accordance with the terms of the proposed Form A unless he is willing to join the Union in an effort to set aside the terms of the Taft-Hartley Act. Such an effort is bound to fail if the Act is fairly and vigorously enforced. The only contracts that are legalized and that can be legalized under the law, are those which observed the provisions of the law, not those where the parties by their agreement express an intention to violate it!'"

Q. Mr. Randolph, was Form A devised as an effort to set aside the terms of the Taft-Hartley Act?

A. No, Form A was devised to protect the Union in every manner we should possibly protect it, and not violate the law.

Q. Now, you testified, I believe, that publishers in general, refused to accept extensions of agreements containing the recommended provisions in Form A.

A. I did not get that.

Q. I believe you testified, Mr. Randolph, that publishers in general, refused to negotiate extensions of their agreements containing the suggested provisions in Form A. Is that right?

A. That is right, yes.

Q. Mr. Randolph, may I turn for a moment, to another matter? You testified, I believe, that there are about six hundred and fifty small local unions in the International Typographical Union?

A. Yes.

Q. Are any of those smaller local unions able to retain counsel?

A. Well, it would be quite a strain on unions of fifty members or less to retain counsel.

Q. In fact the great bulk of the local unions of the International Typographical Union had no legal advice?

A. None, except that they might have gotten through the International Typographical Union.

Q. Is there any other available source for advice on changes of the law and the like, except this may be provided through the International Typographical Union?

A. I doubt it.

Q. Is that one of the reasons why the International Typographical Union has found it necessary to make recommendations from time to time to local unions concerning their negotiations with their employers?

A. That is one of the late reasons, but the fact of making these recommendations is historic. The local unions and the members of it are so tightly a part of the International Union that they expect that kind of advice and guidance in anything that comes up relative to the Union or the industry.

Q. Now, did anything of significance occur before the August convention, Mr. Randolph?

A. The failure of getting any joint action recommending the form of continuance of contracts caused a lot of immediate study as to how we could work out of the situation, and our convention, of course, followed right on, the third week of August, and the matter had stirred up a great deal of interest among our local unions and delegates came to our convention with the desire to do something about it, and to know how to function from then on.

Q. Had the Executive Council, in the meantime, prepared for presentation to the convention, the collective bargaining policy which has been introduced in evidence here?

A. No, the collective bargaining policy was worked out at the convention.

Q. Now, could you tell us, Mr. Randolph, what, in general, that statement of collective bargaining policy was, and on what sections of the law you relied or the Union relied in adopting that policy?

A. We gave a great deal of thought to the new provisions of the law which had to do with the making of contracts. The duties in collective bargaining, I believe it is Section 502, was studied a great deal, there was additional language having to do with the obligation of labor unions and a limitation on what had previously been the obligation to bargain. As we read the section, it provided that a labor organization—do you mind if I read the section?

The Court: Go ahead.

A. Section D:

"For the purposes of this section, to bargain collectively, is the performance of the mutual obligation of the employer and the representative of the employee to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, or the negotiation of an agreement for any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession."

Now, our collective bargaining policy was built around the obligation of the parties to meet and bargain in good faith with respect to hours, wages, and conditions of employment and other conditions of employment, and it was our conception we were doing that, had always done that, even before we had contracts, that we were quite willing to continue to do that, and that if we reached an agreement that we would execute a written contract as provided for by law.

However, the thought we had about it was that unless there was agreement there was no obligation to sign anything, that the obligation to sign was only after an agreement had been reached.

Q. Excuse me a minute, Mr. Randolph. Did you lay any particular emphasis on the word, "or" in the clause you just read?

A. We did, as an entire separation of the two things that you are obligated to do; the negotiation of an agreement on wages, hours and working conditions was one thing, and the signing of a written contract incorporating those in an agreement, was quite another, and would not be done then, only if requested by either party and after agreements had been reached.

We were perplexed, and I am frank to say we are still perplexed, and quite at sea as to a lot of things that are constantly coming up for solution. It becomes more and more difficult as we go along to arrive at a point where we can agree on a written document because the employers are taking a very adamant position all the way through the industry. They are taking a very adamant position as regards what can be put in a contract.

Now, we put out our best thought to begin and we were immediately jumped on. Our motives were questioned. Our personalities were indulged in, and immediately we were out to rob the employers of something. That was not our intention and we so stated. We were not intending to accomplish anything new or different, but we were trying to get them to contract with us for things which they could contract with us on, without violating the law.

However, there has been no budge whatever on the part of the employers along that line.

Q. Mr. Randolph, what did you mean when you said, "We were perplexed"? Did you mean with respect to the meaning of the law?

A. No, we were perplexed as to how to arrive at an agreement with the employers because of the many things we believed have to be covered and their opposition to covering some of those things.

Q. Now, will you refer again to that last phrase you were about to comment on?

A. Yes, some of the new language added to the law which limits the section I read, with regard to the obligations of the parties to bargain, states:

> "But such obligation does not compel either party to agree to a proposal or require the making of a concession."

As we read the law, we were perfectly free not to agree to any proposal that might be made. It seemed to indicate that there was far less obligation under the Taft-Hartley Law to come to an agreement than there was under the preceding law, the Wagner Act.

The three principal things that we conceived to be so vital in July and August, are still the three principal things, but there are more coming up as we go along. We haven't been able even to solve the first three principal hurdles that we have been trying to get over.

Now, Mr. Randolph, what were the reasons at that time which made it seem desirable to take advantage, or which made it desirable to take advantage of the freedom which you had as you thought under the law, not to agree to a proposal?

A. I don't quite get it.

Q. Well, perhaps I should ask this first: In view of that language of the Act that you have just read, did you conceive it to be desirable not to enter into agreements?

A. Yes, we conceived that the dangers of entering into agreements outweighed the advantages of having one.

Q. Now, what were the dangers of entering into an agreement as you saw them, at that time, Mr. Randolph?

A. We have so long been a disciplined organization to see to it that all of our obligations are lived up to what we want to see in great detail, just what those obligations are going to be. We read out of this law that labor unions can be sued. We understood that contracts made by labor unions and employers are now legal documents that can be enforced in law and equity, and that is a new departure entirely from our historic condition in the printing industry.

Q. How have contracts been regarded in the printing industry, Mr. Randolph?

A. We have regarded them as obligations of the parties taken voluntarily and voluntarily enforced, and it has been a tradition of our Union that contracts must not be violated and the International Union has exercised its discipline more on that point than on any other.

Now, this injection of the legal angle to a labor union contract and the right of employers and third parties to sue a union, in my opinion, makes a contract wholly undesirable right on that reason only.

Now, in spite of that, I am not of a mind to try to cure everything all at once, or to be scared out of doing something because of a might or a possibility. But the other things, the life of the Union as registered in its jurisdiction, as registered in its historic practice of retaining only Union men in Union offices, and only on union work—that feature was so important as to make it almost impossible to think about anything else.

They are the essence of this Union, and if they were to be enforced, in all of the legal prerogatives that an employer might have after he secured a contract, I am confident we cannot live as an organization.

He has some prerogatives that he has by law, if we sign a contract with him. He can also contract with us concerning two of those vital points. He can contract with us concerning our jurisdiction, and he can contract that he will not require us to handle that type of work. He has that authority under the law.

Mr. Johns: As to that latter, is that Mr. Randolph's own views?

The Witness: I stand corrected. That is our own opinion and not even a lawyer's opinion. That was our opinion before we hired a lawyer.

We have not asked him as an employer and do not intend to ask him to contract with us that he will hire only Union men. We have not asked for the closed shop. We have not asked for any contract provisions that would create the closed shop. We don't intend to ask any of them for a closed shop, in spite of all of the misrepresentations to the contrary, both in bulletins of this organization, the ANPA and the public press, if I may also include the governmental attorneys.

Q. Mr. Randolph, is there a distinction between a closed shop agreement and a closed shop condition?

A. All the difference in the world.

Q. Would you define the two terms?

A. A closed shop agreement is one that would require that the employer hire only members of the Union or it might be all non-union.

A closed shop condition is a condition where everybody in the shop is a member of the Union. There are many closed shop conditions existing, and unless a non-union man would be hired that condition would continue to exist and not be in violation of the law. There is also a closed shop condition existing if the governmental type of union shop were in effect and everybody was a member of the Union. And a closed shop condition could exist if an employer would hire non-union men and they then became members of the Union, the condition would be a closed shop condition.

Q. In your judgment, is there anything illegal under the Taft-Hartley Act about a closed shop condition?

A. It is our judgment that there is not, and that the Taft-Hartley Law, itself, creates such a condition to the Union Shop provisions of that law if used.

Q. However, was it your conclusion after studying the law, that there was nothing illegal about the continued existence of a closed shop condition after August 22, 1947.

A. That is our judgment, yes.

Q. Now, I would like to ask you, Mr. Randolph, since

August 22, 1947, have any circumstances come to your attention where an employer who was previously employing Union men has hired non-Union men?

A. Yes.

Q. Would you describe any such incident?

A. In San Antonio an employer hired a non-Union man and the members of the local union continued to work. The man then made application to join the Union and his application is pending.

Q. Has there been any strike or other interruption of the production there?

A. No, there has been no unpleasant incidents with regard to that case.

Q. Do you recall about when that incident occurred, Mr. Randolph?

A. Oh, it is the last two or three months.

Q. Do you know whether or not any officials of the Union advised the men to continue at work when the non-Union man was hired?

A. Well, this official did. The President of the Union called me up as they do every fifteen or twenty minutes during the day, and night, and said, "What are we going to do about it?"

I said, "What do you want to do about it?"

"Well, we don't know."

Q. What did you advise him?

A. I advised him to continue to work and try to work it out. I said, "Maybe he is a good printer and maybe he will be an asset to the Union. Try and find out."

He said that was a good idea; that is what he did, and the application has been made and it is pending at this time.

Q. Now, have there been any other incidents of the hiring of non-union men which have come to your attention, Mr. Randolph?

A. Yes, in Wisconsin Rapids, a little paper there, the employer hired a non-union foreman. We hired a non-union man and next day made him foreman, and immediately everybody quit and most of them left town.

Q. When did you learn that most of them had quit and left town?

A. Well, I heard of the matter indirectly, and I cannot say just now just how I heard about it, but I wired

in to ask the details and I didn't get an answer to the wire. So I wrote. And several days later I got a letter from the secretary telling me those brief facts and that was all. And I thought there might be some more, and I asked for more information, but that is all that was forthcoming.

Q. Now, did the Union, in any way, direct those men or authorize them to leave their jobs when a non-union foreman was hired?

A. That is all the information I have, is that they quit and left town.

Q. Did that conduct on the part of the union men surprise you, Mr. Randolph?

A. Not in the least.

Q. Is that what you would expect of men who had been imbued with this tradition for many years?

A. That is what I would expect to be the immediate reaction, but where in a larger Union like San Antonio, it was natural for the President to call me up.

Q. Let me ask you this, Mr. Randolph: Have employers since August 22nd, 1947, asked locals of the International Typographical Union to agree that the members of that local union would continue at work if non-union men were hired?

A. Some employers have asked that, yes.

Q. Now, first, what has been the response to those request by employers?

A. The only one I recall now is the proposal made by commercial employers in Baltimore, where they were asking as a part of the contract, for the Union to use its discipline on its members to see to it that they did work if non-Union men were hired.

Q. What would be the result on the Union, Mr. Randolph, of entering into such a commitment?

A. Well, it is just so contrary to all of our conceptions that we just can't imagine it can be done. A member of the Union has the right to quit a job any time he wants to quit it, or any number of them have a right to do it if they don't want to work, and the Union would not think of telling them they had to work.

Q. Would the Union be able to assure the continued working of those men with a non-Union man during the period of the contract?

A. There is no way we could enforce that. Being a voluntary association, depending upon the will of the members to exercise whatever authority is exercised in an economic way, we cannot possibly ask them to do anything that is contrary to their method of thinking.

Q. Could any official be elected to office or remain in office in the Union, Mr. Randolph, who agreed to use the discipline of the Union to compel members of the Union to continue at work with non-Union men, in your judgment?

A. He would not remain in office beyond the next election, and he would have to perhaps throw enough people out so there would not be very many left to vote him out. In other words, you just can not make people do things they don't want to do unless you have the power of the police state behind you.

Q. Do you consider, Mr. Randolph, whether or not an undertaking by the Union, to compel its members to stay at work with non-Union men raised any constitutional question?

A. Oh, of course, it does. If you mean the Constitution of the Union.

Q. Well, I am thinking both of the Union's Constitution and the Constitution of the United States.

A. Well, our Book of Laws that gives us authority, as officers of the Union, would give us no authority to exercise that kind of discipline.

As to the Constitution of the United States, why, I am a little hazy about that, but I bank on it that no one can make anyone else work except as a punishment for crime.

Q. Now, Mr. Randolph, in the meantime did the American Newspaper Publisher Association continue to issue bulletins dealing with the policies of the International Typographical Union?

A. Yes, sir, they did.

Q. What further advice did they give the members?

A. Bulletin No. 4959, dated August 7, 1947, on page 740, there was advice under the heading, "Publishers Warned to Refuse Recognition of Struck Work Clauses." And then the concluding paragraph states:

> "In order to be safe, publishers are warned to refuse recognition in any form whatsoever, to any

clause or provision conceding a right on the part of the Union to refuse to execute work received from or destined to struck offices, unfair printers, or publishers."

• • •

Q. Now, by what vote was the collective bargaining policy adopted at that convention?

A. By unanimous vote.

Q. And what occurred thereafter, Mr. Randolph?

A. The convention was hardly over when General Counsel Denham made his speech, I think to the Bar Association in Cleveland, and attacked the International Union policy as being illegal. We had hoped that we would have no trouble about it, and we were very surprised at the fact that he undertook to tell us that our policy was illegal. The result of that was we hired two more lawyers and tried to get some advice on why he would think it was illegal. Of course we learned that there was a lot of water over the dam in the Wagner Act, and that might influence this Act; and that the decision of the Supreme Court as read by us, might not be just the way it would be read again, and that there had been some decisions that held that the duty to bargain meant certain things that might be—it might be hard for us to say that we were bargaining in good faith without intending to have a contract. That might be so. So, just to be on the safe side, and because our policy stated we were not to violate any state or national, we tried our best to devise a contract that we could sign, and we did that on advice of counsel and we spent a great deal of time on it, and we came out with Form P-6A, by which an employer would contract with us to give us all that he could under the law, that we had previously enjoyed, and which we considered necessary to the life of the Union, not just because we wanted it, but because we considered it necessary to our very existence, and immediately those who were advising the employers again raised the cry of illegality, and that has been echoed down through the National Labor Relations Board and now in the Courts, and, of course, we want to know if and where we are illegal, and if we are, we certainly will correct it.

We believe we are right and we are trying to operate to protect the life of the Union. The employer sits glum,

he says no. He follows the advice he gets in the bulletins, and nothing happens except we get tired of waiting for an increase they all admitted we are entitled to have, and then we strike.

Q. Mr. Randolph, were you referring to the advice contained in the bulletins of the Special Standing Committee of the American Newspaper Publishers Association, dated October 2nd, 1947?

A. In part, the essentials of the P-6A agreement were presented first in Baltimore, and in Bulletin No. 4975, issued October 2, 1947 by the Special Standing Committee of the American Newspaper Publishers Association, the heading says, "President of the ITU local in Baltimore says will sign a written contract."

The concluding paragraph states:

> "In any event, it is hard to reconcile Mr. Brannock's apparent surprise at developments in the Baltimore case, and his reference to 'good faith' and 'readiness to bargain', with recent post card bulletin statements of his International particularly the one in which ITU stated that its no-contract policy can be successful only so long as local unions and employers fail to reach an agreement by the processes of collective bargaining'".

Q. Were there further bulletins of a similar character, Mr. Randolph?

A. Yes, Bulletin No. 4979 issued by the Special Standing Committee of the American Newspaper Publishers Association and dated October 10, 1947 is headed, "Facts to Consider Before you Increase Wages Without Definite Understanding."

Then, the article itself quotes from the Southern Newspaper Publishers Association Bulletin No. 28, dated October 4, 1947; and the concluding half of it states:

> "Before any publisher submits to such an agreement, it may be important for him to consider these facts:
>
> "(1) In granting a wage increase, he will have given away the strongest bargaining point he will ever have for obtaining the protection of a contract:
>
> "(2) He will have no guarantee that his printers will continue working for any definite period of time at the agreed scale or at any further increased scale he may offer;

"(3) He will have no agreed procedure for settlement of disputes in regard to discharges or other misunderstandings;

"(4) He will have waived certain rights and relieved the Union of certain responsibilities which would otherwise be effective under the federal law if a contract were in force.

"(5) His liability under the federal laws, in the event of unlawful discrimination or boycotts, will be equally as great as it would be if he had a contract; and

"(6) While accepting these serious disadvantages, he will have given the ITU every advantage it could ever have hoped to obtain under its 'no-contract' policy.

Q. Now, Mr. Randolph, I would like to show you a copy of Form P-6A; and I would first like to direct your attention, first, to paragraph (b) of Form P-6A:

"The party of the first part recognizes the right of the party of the second part to formulate laws, rules, and decisions for conditions under which its members may seek or accept employment, and agree there shall be no interference whatsoever by the party of the first part in the observance of such laws, rules and decisions, nor shall any issue be raised or complaint considered except in event such laws, rules or decisions conflict with the terms of this agreement."

Had that clause been a standard clause in previous agreements, Mr. Randolph?

A. No, that was written for the purpose of protecting that area of the laws, rules, and decisions that there had previously been no question about, but which would not be covered by the ordinary law section.

Now, the laws of the local union are not mentioned in the standard clause which is C, the Chapel Rules that are made by the members for their government in chapels would not be covered, bearing in mind that this is a legal contract and subject to all legal interpretation that apply to legal contracts, and decisions refer to decisions of the local union or the International Union with regard to our members and their conduct in the offices. And these chapel rules provide how a man can accept employment in an

office. He puts his slip on a slipboard or in some cases, his slug on the slipboard, and hiring is done through that manner. This protects his right to seek or accept employment only in that manner. The employer agrees there shall be no interference by party of the first part in the observance of such laws, rules and decisions, nor shall any issue be raised or complaint considered except in the event such laws, rules and decisions conflict with the terms of that agreement.

Q. Now, directing your attention to paragraph C, Mr. Randolph:

> "It is understood and agreed that the General Laws of the International Typographical Union, in effect January 1, 1947, not in conflict with law or this contract, shall govern relations between the parties on conditions not specifically enumerated herein."

Had there, before this agreement was drafted, Mr. Randolph, been complaints by employers that some provisions of the General Laws might be contrary to the Taft-Hartley Law?

A. Well, at that point we undertook to examine our laws and see whether there were any provisions that, in our judgment, would be held in conflict with the law, and I think there are two sections in the law providing for members of the Union, only to work on certain things. Those two sections naturally, if agreed to, by the employer, would be an agreement for a closed shop contract so there may be some other laws that might inferentially be considered in conflict with the law, but the fact of the matter is that we wanted to exclude from employment agreements anything in our book that was in conflict with law, and therefore, we included in Section C the words, "with law or". The words of the Standard Section were:

> "It is understood and agreed that the General Laws of the International Typographical Union in effect January 1, 1947 not in conflict with this contract, shall govern relations between the parties on conditions not specifically enumerated herein." We amended that by putting in the words, "both with law or".

Q. Were you advised, Mr. Randolph, that these clauses as they stood, were not illegal under the Taft-Hartley Act?

A. We were.

Q. Turning to Paragraph D:

"The party of the first part (the employer) agrees that it will not assign any work traditionally performed by journeymen and apprentice printers to any employee other than journeymen and apprentice printers, as defined by the party of the second part, meaning the Union, etc."

To what problem is that section addressed, Mr. Randolph?

A. That applies to the question of jurisdiction. If the employer would take work that had been heretofore performed by journeymen printers and give it to some other union or some other class or trade, some other class of employees, they would be out from the necessity of paying journeymen printers' wages for it, and destroy the opportunity for work of our people.

Q. In substance, is this the clause by which the employer agrees to give that work conditionally performed by journeymen printers and apprentices to journeymen printers and apprentices?

A. That is right.

Q. Does this have any relation to a closed shop, Mr. Randolph?

A. In no way.

Q. Was there a similar clause in previous agreements?

A. No.

Q. Were you advised that the employer had a freedom under the Taft-Hartley Act not to take away the jurisdiction which a particular craft of employees had previously exercised?

A. We were so advised.

Q. Was this an effort to take advantage of the freedom which the employer had against a breaking down of the jurisdictional lines of journeymen printers and apprentices?

A. It was.

Q. Now, directing your attention to Section (e), Mr. Randolph:

"The party of the first part recognizes that the party of the second part can not compel members to work with non-Union printers and apprentices, and therefore, agrees that any refusal by its workers

to work with non-Union employees, shall not constitute a breach of this agreement."

I direct your attention to the first half of that, Mr. Randolph, that the party of the second part cannot compel members to work with non-Union printers and apprentices.

Was that a statement of fact, in your judgment?

A. That is a statement of fact.

Q. And for the reasons that you have already specified is it your judgment that the Union cannot compel its members as individuals, to work with non-Union men?

A. That is right.

Q. Now, the second part, what was the effort in the second part of the clause? What does the second part include?

A. So that if and when Union members would quit, rather than work with non-union men, that the employer would not be able to sue the Union on the representation that the Union had something to do with all those people quitting.

Q. Is there, in your judgment, anything in that section which precludes the employer from hiring non-Union men?

A. No, it does not.

Q. Now, directing your attention to Paragraph (f), Mr. Randolph:

"The parties further agree that: No member of the Union, second party hereto, shall be required or expected to cross a picket line established by any subordinate union of the International Typographical Union."

To what problem was that clause addressed?

A. The International Typographical Union has different kinds of local unions. It has typographical unions and it has mailer unions in some plants there are members of both unions employed, and under separate contract. A member of the International Typographical Union does not want to cross a picket line of another member of the International Typographical Union, and this is a recognition on the part of the employer, if he agrees to it, that the members of the Union shall not be required or expected to do that.

Q. Was it your understanding of the Taft-Hartley Act, Mr. Randolph, that there was anything in that Act which imposed on an employer the duty to require his employees to cross such a picket line?

A. I did not understand there was any such provision in the law.

Q. And that the employer retained his freedom not to compel employees to cross such a picket line if he chose to exercise it in that way?

A. I believe that he has that right.

Q. Going to Section (g), Mr. Randolph:

"The party of the first part agrees not to require its employees to perform composition or other work executed or to be further worked on, wholly or in part, by employees working under sub-standard conditions, as defined by the party of the second part."

To what problem of the Union was that clause addressed, Mr. Randolph?

A. That was the problem of struck work of unfair work. The employer does not have to buy a non-union product and try to incorporate it into a whole product in his plant nor does he have to seek to produce partially by union help, a product to be sent to a competing non-Union plant. Aside from the bad judgment he might exercise in doing so, the fact remains that it would jeopardize the Union to do it, and we are not telling him that he can't do it, we are not asking him to refrain from doing it, all we are asking him is that he agree not to require our members to do it.

Q. In your examination of the Taft-Hartley Act, did you find in that law any limitation on the freedom of an employer to purchase his raw materials, or to sell his finished product as he liked?

A. I found no such limitation.

Q. Had there been a previous clause in International Typographical Union agreement dealing with the problem of struck work, Mr. Randolph?

A. Yes.

Q. What was the language in general of those previous clauses?

A. In substance, in agreeing to the laws of the Union, no in conflict with the contract, and governing relations between the parties on conditions not specifically enu-

merated, the employer agrees that local unions have at all times the right to define struck work and thereafter that members may refuse to handle it.

Q. Was it your understanding that under the Taft-Hartley Law, it would be illegal for a Union acting as a Union, to refuse to work on struck goods?

A. It was my understanding that the law covered some types of that kind of work. In other words, I won't express a layman's opinion contrary to some attorneys, who have themselves questioned just how far the law would go, but wanting to be sure in our own right and not to make any mistakes about it, we relied on advice of our counsel and settled on this particular method of attacking the problem.

Q. Were you advised, Mr. Randolph, that clauses (e), and (g) were legal within the terms of the Taft-Hartley law?

A. We were so advised.

Q. Now, to turn to Section (h), dealing with the joint standing committee: Had previous agreements of the International Typographical Union contained provisions setting up a joint standing committee, Mr. Randolph?

A. It is quite standard practice.

Q. Have there been any significant changes in this section (h) from what has appeared in previous agreements?

A. There is some little change. The addition to this section (h) of the words, "except as provided otherwise herein." Those words were added to eliminate from the authority of the Joint Standing Committee the arbitration of matters otherwise specified above.

One of those places, Section (b), where it says, "Nor shall any issue be raised or complaint considered except in event such laws, rules or decisions conflict with the terms of this agreement," or in Sections (d) and (g) where a specific method of action is provided in case there is disagreement.

Q. Had there been for some time prior to the passage of the Taft-Hartley Act, Mr. Randolph, a resistance on the part of the industry to the inclusion of the phrase, "provided that local union laws not affecting wages, hours or working conditions, and the General Laws of the International Typographical Union shall not be subject to arbitration."

A. There had not been any, officially, by the American Newspaper Publishers Association on that point from 1922 on, but at several times the American Newspaper Publishers Association, through the Special Standing Committee, tried to eliminate that as a feature of our relationship with the local employers. However, the use of that clause was accentuated at a time, I believe in 1944, when employers were beginning to be advised that the old commitment to the law was not any more binding and that old commitment was that there the recognition of the non-arbitrability of laws did not any more carry the inference that the laws would be operative. The very language you have here is, I believe, identical in that sentence with the language of the arbitration agreement expiring in 1922, and that language itself in that agreement, carried with it full recognition of the operation of our laws, and those words are standard and of long-standing, "provided that local union laws not affecting wages, hours or working conditions, and the General Laws of the International Typographical Union shall not be subject to arbitration."

There probably was a change with regard to the insertion of the words, "General Laws" since 1930, because prior to that all the laws were mentioned and then we reclassified the laws in 1930 so as to segregate in the General Laws only those things that affected the employer's interests.

Q. Were you advised by counsel that there was no obligation under the Taft-Hartley Act to submit the General Laws of the International Typographical Union to arbitration.

A. We were so advised.

Q. Directing your attention to Section (i), Mr. Randolph:

> "It is agreed that the procedures for the settlement of any differences of grievances arising under this contract, are exclusive, and in consideration of the mutual undertaking herein contained, it is agreed by and between the parties hereto," etc.

Would you state what the purpose was in including that clause in the agreement?

A. The purpose of inserting that clause was to keep out of courts, to prevent any lawsuits for violation of the contract, any lawsuits from the employer.

Q. Did this also remove any possibility that the Union might have an action against the employer?

A. It surely did, yes.

Q. It was intended to be bilateral in the sense that neither party would have a claim for more than twenty-five dollars?

A. That is right.

Q. Has it been the traditional policy of the Typographical Union, Mr. Randolph, to attempt to settle its problems by collective bargaining rather than recourse to lawsuits?

A. That has been the practice and I have never heard of a suit for violation of contracts against a local union of International Union prior to the Taft-Hartley Act being adopted.

Q. Had the Typographical Union been careful to observe the terms of agreement before 1947?

A. That was one of our very—it was a principle that is so old and so well ingrained that every member knows about it.

Q. Now, Mr. Randolph, I would like to address your attention to the preamble of this agreement.

The Court: We will take a short recess.

RECESS

Q. Now, Mr. Randolph, continuing with Form P-6A, were the remaining clauses from Section (i) to the end of the agreement substantially in the form in which they appeared in the previous agreements?

A. Yes, for a great many years the International Typographical Union has printed a form contract, which it has supplied to any union desiring to use that form, and it is used by a great many smaller unions. It is simply a form in which the usual things subject to collective bargaining are set out.

Q. Were other changes made in the remaining provisions of the agreement from what the language of the previous agreements were, Mr. Randolph?

A. Yes, we tried to take out every feature that would be a violation of the Labor Management Relations Act, and specifically, we took out the word, "member" every place it occurred and put in the word, "employee" or the word, "person".

Q. Now, Mr. Randolph, I would like to direct your attention to the preamble of the agreement which states:

"This agreement, made and entered into on such and such a date, and so on, shall be effective from such a date and shall continue in effect unless and until terminated by either party by written notice of 60 days."

Had such statement been standard in previous agreements which you had had?

A. No.

Q. Now, is it contemplated that this shall be an agreement of indefinite duration?

A. That is the purpose of it, yes.

Q. Subject to cancellation by either party on sixty-days' notice?

A. That is right.

Q. Would you state the reasons why that sixty-day cancellation clause was included in the agreement?

A. We felt that it had to be in there, and we still so feel, in order that we can keep the Union alive. The effort by any employer to replace our people with non-union people, to hire only non-union people for replacements, would satisfy us that he was trying to wreck the Union, and we would not want any contractual relations with that kind of an employer. The effort of an employer needlessly to injure us through either the bringing in of non-union work or struck work or competing character to the work of our members, the continuation of that would indicate his hostility and desire to wreck the Union, and his moving out from under us, our employees, of our job opportunities to work on classes of work that we have always worked on, would be such a move as would convince us of his hostility, and we would not want to work for that kind of an employer.

Further we certainly do not want to take on to ourselves the possibility of lawsuits about contracts that could attach liability to the International Union, as well as the local union, because of the very close hook-up between the International and the local union. We don't want to destroy that closeness and that effectiveness, and that harmony and that discipline and because we are so hooked up we can have our pension and mortuary funds, and Union Printers' Home, property of the Headquarters, whatever it may be,

subject to suits for damages, and we certainly do not want them.

Q. Now, at the time this form was drafted, Mr. Randolph, was there any discussion concerning the circumstances under which the right of either party to cancel the agreement on sixty days' notice might be exercised?

A. I don't quite understand the question.

Q. I say, at the time this agreement was drawn up or subsequently, was there any discussion concerning the circumstances under which the right of either party to cancel the agreement might be exercised?

A. Well, yes, it was our intention that we want to preserve, and we so state in our collective bargaining policy, we want to preserve our rights, our prerogatives, our harmonious relations, and naturally we are not going to terminate a contract on sixty days' notice unless there is considerable provocation for it.

We realized that the employer, too, would have the right to terminate a contract, and that if there was a drop in economic conditions, he might want to cancel it, and start a new wage rate.

In fact, we have had two employers definitely tell us without any statement on our part that he was not going to have a contract. One of them didn't want a contract at all, and one was not going to have one for longer than sixty days, no matter what we thought about it, since the Taft-Hartley Law. The first one was in Eureka, California—he just didn't want any. One in Stockton said, "This drouth is liable to affect things out here so that things will go to pot. I am not going to be committed for any longer than sixty days to a wage rate."

So it has its disadvantages, as well.

We have worked a hundred years to get things established as we have them, and we have to maintain them. We would rather maintain them by contract than we would by having to fight about them every so often, so our whole history of contracts indicates that we have been quite happy to have that arrangement, but the injection of the new hazards is the thing that makes us stop and look and listen, and it is in those two instances the employer was looking because of a drouth that was destroying business conditions in that area.

So I say, we can be subject to just as much inconvenience or damage by an employer cancelling it, as he will on our part.

So far as economic conditions are concerned, the balance there indicates completely that our desire to cancel is only built on the necessities of the situation that did not exist before.

Q. May I ask this, Mr. Randolph: Let us assume that it was evident from all the circumstances that an employer, let us say, acting in good faith under the Taft-Hartley Act was required to take into his employ a non-union man.

In your judgment, would the local union involved—or would you recommend cancellation of the agreement under such conditions?

A. No. We are compelled to use all of the reason and persuasion that we can use to better our conditions as a labor union. That essentially is uphill work. We are not taking on any bigger problems than are immediately presented, and if an employer hires a non-union man, the avenues open to us are several. We can either take him into the Union on his application if we think that he is that kind of a fellow, or we can continue to work, if we don't. Our members have the individual right to quit and not work with him if they don't want to. I have given you two illustrations of how it has worked out so far.

I am satisfied that we can work it out if we are given an opportunity to work it out, without too much strain or trouble, but we can't give the employer the opptrtunity to destroy the Union by committing us to work for him for a length of time while he is doing that to us.

There is the crux of the whole thing. He has an opportunity to wreck the Union and our daily opportunity to live is not to be bound by too many restrictions, especially those that you would get under a contract, and if he had the same amount of faith in us that we had in him, there would not be any trouble. If one side or the other takes advantage, or tries to, inevitably there is trouble, law or no law.

Q. Now, Mr. Randolph, what was the reaction of the industry to the effort which Form P-6A represented?

A. Well, the employers followed the advice they got from the Special Standing Committee with perhaps as much precision as our local unions followed the advice they got from the International Typographical Union headquarters.

It is perhaps not any more, because there have been a great many settlements, peacefully and without trouble, contrary to the advice the publishers have given or the Special Standing Committee has given the publishers.

Q. What was the advice the Special Standing Committee gave with reference to Form P-6A?

A. Not to sign it.

Q. Have agreements in this form been signed since they were distributed to local unions?

A. There have been eighteen P-6A agreements signed.

Q. And in each case did they have the approval of the International Union?

A. They have.

Q. Have other contracts been signed, Mr. Randolph, in a form substantially similar to Form P-6A?

A. Other contracts have been signed with the sixty-day cancellation clause, but not some of the other sections of P-6A. There have been four contracts signed that were such contracts, simple in form, and without the incumbrances of some other contracts, so that it was possible with a sixty-day cancellation clause to approve them as being in conformity with our policy.

Now, Mr. Randolph, there was introduced in evidence here the other day when Mr. Carter was testifying, certain contracts arrived at at Columbia, South Carolina, and Montgomery, Alabama. Were those agreements approved by the Executive Council before submission to the Publishers according to the usual custom of your office?

A. They were.

Q. Did you personally approve them?

A. I personally approved the Columbia, South Carolina, one by phone conversation, section by section to Representative Carter. First Vice President Taylor approved in my name the Montgomery contract. Representative Carter, of course, did not know that the local union had subsequent to his being in Montgomery sent it to headquarters to have it approved so they could put it in their file as the approved document.

Q. Is the Executive Council today prepared similarly to approve agreements either in the form of P-6A or the form of the Columbia or Montgomery agreements?

A. The Executive Council will approve contracts of that kind.

Q. Now, Mr. Randolph, you stated sometime ago that relations in the industry between the union and the employers generally have over the past years been harmonious. Is that true throughout the industry?

A. Yes.

Q. Are there any exceptions to that rule?

A. I don't quite understand.

Q. Let me ask, is there any considerable segment of the industry which is hostile to the union?

A. The entire industry is, that is, that portion of the industry represented by the Special Standing Committee of the American Newspaper Publishers Association, and of course, in the commercial field represented by the P.I.A. and that go along with their advice, is definitely hostile.

Q. Have there been over the last years—I think now perhaps the last ten years—efforts on the part of the Publishers to break locals of the International Typographical Union?

A. There have been efforts to destroy the principle of the International Typographical Union laws being the basis of collective bargaining, and that would go a long way toward breaking up the union. That effort was made by discontinuing the arbitration agreement in 1922 that subsequent to that, during the war the Special Standing Committee made representations, tried to get the War Labor Board to take over all of the conditions of the labor union agreements and we resisted that effort successfully. That Special Standing Committee, or the American Newspaper Publishers Association, rather, is represented here as amicus curiae. They are and have been hostile to the idea of International Typographical Union laws being the basis of bargaining.

Now, those things are definitely matters of record and history and we don't forget them easily. We believe if the Publishers would divorce themselves from the expert advice they are getting, we could get along with them beautifully.

Q. What number of understandings have been reached with the employers or groups of employers in the industry since August 22nd, Mr. Randolph?

A. Well, to date there have been 682 scales settled within International Typographical Union policy since August 22, 1947.

Q. How many of those are in the newspapers?

A. Of those, 368 are in the newspaper field and 314 in the commercial field.

Q. Now, how is that, by what means were those understandings reached, Mr. Randolph?

A. Well, there are Conditions of Employment in 271 cases, there are voluntary increases by the employer in 296 P-6A agreements, of eighteen other contracts, four, and interim openings in current contracts to the number of 93.

Q. Mr. Randolph, I am afraid we neglected to touch on the Conditions of Employment. About when was the Condition of Employment form first devised?

A. I think in the latter part of 1944.

Q. Had that been in use from 1944 to 1947?

A. It had been in such cases where the state laws prohibited closed shop agreements and it was a way in which the employers were satisfied to arrive at a conclusion in a way that would not put them in violation of state laws. It was used in Florida and in Arkansas, I believe one in South Dakota.

Q. Were those Conditions of Employment based upon the scales of prices which had characterized the early years of the Typographical Union?

A. It was the same in principle; however, in the early years there was no negotiation in collective bargaining. The earlier forms of Conditions of Employment were worded somewhat different than later because of the Taft-Hartley Law. The earlier forms were simply used to convey to the employer a scale of prices he was willing to pay and which followed a series of negotiations in which they arrived at a point of agreement on wages, and they were simply written out on the Conditions of Employment form and presented to the employer.

From then on the employer had just as much opportunity to call the whole thing off as the union would. But it was a medium of successful operation in a situation where the state law prohibited a closed shop. He was just as free to hire non-union people then as he was union, but he just did not want to do it and did not do it and there was no difficulty.

Have there been any cases at all, Mr. Randolph, since August 22nd where these adjustments have been reached

as you testified about in the 496 cases where the union asked to reopen wage scale after negotiations?

A. No.

Q. In any case where such an adjustment was reached has there been any strike or other stoppages of production?

A. Only in Columbus, Georgia.

Q. That was the incident that Mr. Carter testified about?

A. That is right.

Q. In all other cases the understandings have gone along from the time they were reached to the present time so far as you are aware?

A. That is right.

Q. Does the union have any intention of reopening wage scales frequently?

A. It is not, of course, our intention. I can't say what the local "unions' are, except that they have the same standardized type of thinking that I have along that line. They are for stability and regularity.

Q. Could local unions, if they desired, engage in a strike without having the approval of the Executive Council?

A. No, they can't do that, and they can't even change Conditions of Employment without approval by the Executive Council. In other words, where Conditions of Employment are used, the laws applying to that type of a condition have been applied so as to on the face of the document specify that no changes can be made without approval of the Executive Council, and the reason for that is that a change might involve a strike or a lockout, and that is something that the Executive Council has complete authority over so far as permitting it to occur.

Q. Has there been any instance in which employers have recently posted their own Conditions of Employment?

A. In effect, quite a number of them have. In effect, Columbus, Georgia, did that very thing, and in Philadelphia the newspapers last fall posted on the bulletin board of the composing room, on and after a certain date the wages were going to be so-and-so, and that is what the wages are. The Union told them that was not binding on the Union and had not been arrived at, and was not any

contract with the Union; but nothing has been done about it and they are going along on that basis.

There are others where wages have simply been increased and nothing has been done by either side about it.

Q. Have there been any posting of Conditions of Employment in New York?

A. Yes, the conditions—there has been a new schedule of wages posted there affecting some four thousand of our members, and just posted yesterday. Employers have undertaken to tell what the wages are, hours, working conditions, hiring plan, whatever else is going to be from now on.

Q. Was there any discussion with the Union about those before they were posted?

A. No. There was a meeting of employers and they decided to do it and it has been done.

Q. Where the Union has posted Conditions of Employment, has it in each case attempted to negotiate or negotiated with the employer before posting them?

A. The unions have done so.

Q. To arrive at a satisfactory understanding of substantive conditions, if there were?

A. That is right.

Q. I call your attention, Mr. Randolph, to a bulletin of the Special Standing Committee dated October 23, 1947.

* * *

Q. Was there anything further in that bulletin, Mr. Randolph?

A. There follows an analysis by General Counsel on the American Newspaper Publishers Association, Elisha Hanson and the last two paragraphs of it state:

> "I think you will have a great deal of litigation if you join with the union in its demand that you refuse to handle struck work.
>
> "The law prohibits struck work. If you are going to obey the law, refuse to include a struck work clause in any one of your contracts, and, if you don't have a contract, refuse to let the union force you into a boycott."

Q. Was there further information issued on October 23rd, Mr. Randolph?

A. There was a bulletin 4983, on page 1039 of which the Publishers are advised as follows:

"Publishers who grant wage increases before they reach a definite agreement with the ITU on a new contract will find it difficult, if not impossible, to settle a new contract. This sound thesis is argued in the following extract from ANPA Bulletin of October 17, Page 268, "the last paragraph of which provides:

'A wage increase for peace now will mean either no contract at all or a very bad contract at best, when the ITU program has crystallized. Only by withholding wage increases to local typographical unions can employers hope to obtain satisfactory contracts within the law.'"

Q. Any further bulletins along the same line, Mr. Randolph?

A. On page 1082 of Bulletin 4989, of November 14, 1947, is an article headed, "Ponder This Before You Boost Typo Wages Without Getting Signed Contract."

* * *

Q. Did you have something further on those bulletins, Mr. Randolph?

A. There is one more, and that is Bulletin No. 4993, issued on November 21, 1947. It is short and reads as follows:

"Chances for Written Pact Lessened If Wage Increase or Wage Deal Made With ITU

"It has been repeatedly emphasized that publishers who grant wage increases in current ITU negotiations before reaching any understanding about a written contract will find it difficult if at all possible to accomplish their purpose.

* * *

Q. Mr. Randolph, since the passage of the Taft-Hartley Act have there been any instances in which employers in the printing industry have sought to take away from local unions the terms or conditions which they had previously enjoyed on the pretext that it was necessary to do so because of the Taft-Hartley Law?

A. There has been one employer who has attempted to pass on to another trade a portion of our work in Chicago, referred to as line-up and okay work. Another employer in the same city attempted to pass on to another trade some of our work termed lockup work. There has been a prodigious effort on the part of the Chicago Commercial Employers to turn out as for the struck Chicago

newspapers and require our people to set that advertising.

Q. What I was thinking about more, Mr. Randolph, have employers attempted to take advantage of the Taft-Hartley Act to secure commitments from local unions by which they relinquish clauses or terms in the contract which they are not required by the Taft-Hartley Act to relinquish?

A. Well, on that point I cannot give you any particular instance because so many of the employers are not making any proposals, but refuse to do anything about the union proposals, saying simply they are illegal.

Q. At the present time, Mr. Randolph, is the Executive Council prepared to approve adjustment on any one of these bases, that is, either an understanding with respect to wages, hours, conditions of work without any signed contract, or conditions of employment posted by the employer or conditions of employment adopted by the union or a contract in the form of P-6A or a contract substantially in the form of P-6A?

A. We are.

Q. Does each of those remain an open proposal to any employer in the industry?

A. Yes.

Q. Has any situation come to your attention since August 22, 1947, Mr. Randolph, in which the officers or scale committees of local unions in any case have refused to meet with employers to negotiate with them wages, hours, conditions of work, and all other matters pertaining to that?

A. There has been no such incident coming to my notice.

Q. Have there been places where the advice of the American Newspaper Publishers Association Special Standing Committee was followed?

A. Well, our representatives report constantly where they can't get a settlement, the publisher is following the American Newspaper Publishers Association party line. That means to me the advice issued in the bulletins of the American Newspaper Publishers Association and their refusal to grant wage increases until we first give them the kind of a contract they want.

Q. Does that also include the refusal to discuss hours, wages, and other economic conditions?

A. It does.

* * *

Q. (By Mr. Van Arkel) Mr. Randolph, in the newspaper publishing industry has it been customary for agreements to be entered into with associations of publishers?

A. It was quite general in the larger cities.

Q. Do those associations have any funds?

A. No, they do not have any financial responsibility as an association.

Q. Are they the other contracting party normally when agreements are reached?

A. They are.

Q. And under such agreements is there anyone against whom the Union might have recourse in the event of a violation of such an agreement?

A. No one but the Association; and in Chicago for a great many years the contract has provided that no matter is to be taken up against any individual member of the Association or of the Union, but that the sole recourse is to the Association and to the Union.

* * *

Q. (By Mr. Van Arkel) At any time has the International Typographical Union acted as bargaining agent for any employees?

A. No.

Q. Has it ever been requested by anyone to act as bargaining agent for any employees?

A. The answer is no, but it just occurs to me that there is one exception to both answers, and that is, where because of a process of organization the employees in one newspaper were grouped as a chapel under International supervision rather than the local union, they have not yet been transferred to the local union and in that case an International representative did assist the chapel in the same way that he would assist a local union. Otherwise, all of the bargaining is and has been done by local unions and is our natural, normal system of doing business.

Q. And wherever there is an established local union in existence has there at any time been any request on

the International Typographical Union to bargain collectively?

A. No.

* * *

Cross Examination.

Questions By Mr. Johns:

Q. Mr. Randolph, the International is frequently asked to participate in the bargaining that goes on between a local subordinate union of the International Typographical Union and an employer. Isn't that right?

A. No, it is asked to assist the local union in bargaining.

Q. You have frequently received those requests from employers themselves, have you not?

A. No, we have received requests of local unions indicating that the employer likewise is desirous of the appearance of an International representative.

Q. And the International representative then appears and assists?

A. That is right.

Q. Mr. Randolph, yesterday you stated that since August 22, 1947, 271 Conditions of Employment have been posted.

Now, prior to August 22, 1947, had those employers, where Conditions of Employment have been posted since August 22, 1947, had contracts with subordinate unions of the International Typographical Union?

A. I would say substantially, yes.

Q. Now you testified also yesterday that since August 22, 1947 wage adjustments had been made with 26 employers. Prior to August 22, 1947 did those 296 employers have contracts with subordinate unions of the International Typographical Union?

A. I would say substantially, yes.

Q. You also said that there were since August 22, 1947, 18 P-6A and four similar contracts signed between subordinate unions of the International Typographical Union and employers.

Prior to August 22, 1947, did those twenty-two employers have the usual one-year contract with the subordinate unions of the International Typographical Union?

A. To the best of my knowledge, they had contracts.

The Court: The question was whether—read the question.

(The Reporter read the previous question.)

A. I believe that is so.

Q. (By Mr. Johns) Now you testified yesterday, Mr. Randolph, that you were prepared, the International Typographical Union was prepared and its subordinate locals were prepared to work with employers without contracts, or to work under the Conditions of Employment posted by the Union, or to enter into P-6A, or modification thereof, with employers. Do you recall that?

A. Yes.

Q. Are you willing to bargain and agree to a contract for a reasonable duration?

A. Well, we—what constitutes a reasonable duration in this instance is sixty days, in our judgment.

Q. Now, prior to August 22, 1947, you did not consider sixty days a reasonable duration, did you?

A. No, we had not approached that angle or the local unions had not, with very few exceptions. There were some that proposed sixty days and even one thirty-day cancellation clause because of the rise in cost of living, but none were consummated on that basis.

Q. Prior to August 22, 1947 the contract of reasonable duration in your mind was one year, was it not?

A. Prior to the Taft-Hartley Law, our general objective was a year.

Q. Well, now, today are you willing to bargain for and agree to a contract for a year's duration?

A. We are not doing the bargaining from the International, but we are not willing to enter into a contract under the collective bargaining policy of the Union that does not have at least a sixty-day cancellation clause.

Q. By the way, in connection with that P-6A contract, did you explain to the employers or your suborinate unions explain to the employers what laws under Section C—that is, general laws of the International Typographical Union—under Section C of that contract might be regarded by you or the International Typographical Union or subordinate locals as being in conflict with law?

A. I explained that every time I had an opportunity to discuss with them the terms of P-6A, and I did refer,

without referring to the section, to possibly two sections of the Book of Laws which provided for members of the Union to perform certain tasks.

Q. Do you recall those sections?

A. No, I do not.

Q. Could you give me the substance of the sections, then?

A. One of them I believe—

The Court (Interposing): I would like to have those sections, so I wonder if you would take the time to give them.

A. Article VIII of the General Laws, Section 1.

Mr. Van Arkel: What page?

The Witness: Page 110, provides:

"All machine tenders shall be members of the International Typographical Union, and the local unions shall provide and maintain a scale covering such positions, and they shall at all times be under the control and amenable to all laws and regulations of said local unions."

That law goes back to 1899, when the International Typographical Union took jurisdiction over the machine tenders or machinists that work in composing rooms.

The Court: Now, how does that fit in with C?

The Witness: By providing that they shall all be members of the International and local unions, which might preclude, if the employer agreed to that, might be charged with agreeing to discriminate against non-union men.

The Court: Proceed. You have another section.

The Witness: There is another section. I will have to look it up.

Article V, Section 10 of the General Laws, on page 109 provides:

"All persons performing the work of foremen or journeymen, at any branch of the printing trade, in offices under the jurisdiction of the International Typographical Union, must be active members of the local union of their craft and entitled to all the privileges and benefits of membership."

That law goes back to the time when the International Typographical Union had all of the various crafts within its membership, and obviously, the law was made not only to provide that all those performing the work must be

members of the union, but that they should also in their several crafts be members of their union.

Those two laws are all that I recall at present that specify the necessity that all those working in the composing room be members of the union.

Q. (By Mr. Johns) Are those the only sections that you recall that you considered were covered by Clause C of the P-6A contract?

A. Those are the only two that I recall. I may say that I have not made an exhaustive study to ascertain whether or not any of the others might. We have been quite, I will say, precluded from discussing this form much with employers because they refused to discuss it.

Q. Well, the sixteen or eighteen employers who did sign those P-6A forms, did they discuss these forms with you?

A. I presume undoubtedly they did. I am speaking of employers generally.

Q. Mr. Randolph, yesterday you said that there was nothing in the ITU laws by which ITU members could be forced to work with non-union men. Do you recall that?

A. Yes, sir.

Q. The Executive Council does have disciplinary powers over members, does it not?

A. Yes.

Q. And one illustration you gave yesterday, that you indicated was a matter of pride to the ITU, was the fact that if a member did not properly attend to his situation, he would be suspended. Isn't that right?

A. No, I didn't say that. I said that from the beginning the Union had held its members to perform according to the traditions and customs of the Union and that if a man jumped his job, the Union could discipline him. The only knowledge I have of the extent of the discipline runs to fines levied by the local union as much as twenty-five dollars. The other form of discipline would come from the office. They would discharge him for failure to show up, and of course, if there was what we call a clear jumping of the job, the Union does not undertake to protect the man in that activity.

Q. Now, another matter, isn't it a fact that you or the Executive Committee could withhold sanction of any

strike of employees or members because of their refusal to work with non-union men—is that right?

A. No, I did not testify to that.

Q. I will ask you if that is the fact.

A. No, it is not.

Q. Doesn't the Executive Council have to sanction or withhold sanction on a strike?

A. It does.

Q. Unless it sanctions a strike, strike benefits will not be paid. Isn't that right?

A. That is right.

Q. Couldn't the Executive Council withhold such sanction?

A. It can withhold sanction for any reason it deems proper.

Q. But would you deem it proper to withhold sanction of a strike in refusal to work, with a strike caused by refusal of the members to work with non-union men?

A. Well, that involves such a legal question that I am not prepared to answer it. We would have to do a lot of research and get advice of counsel as to whether or not a local union has the right to strike on that point. That is still one of our perplexities.

Q. Now, the no-contract policy adopted at the convention in August, 1947 was placed in the hands of the Executive Council for execution, was it not?

A. No, that would hardly be true.

Q. What would be true, Mr. Randolph?

A. The Executive Council has authority to:

"The Executive Council is hereby authorized to interpret, construe and enforce the above policy from August 22, 1947."

Q. Under that authority the Executive Council has undertaken to interpret, construe and enforce the no-contract policy since August 22, 1947, has it not?

A. Yes.

Q. You as President of the ITU are a member of that Executive Council? Is that right?

A. Yes, sir.

Q. The three other national officers are also members of that Executive Council, are they not?

A. Yes, sir.

Q. Now, just why was the no-contract policy adopted in August, 1947 by the ITU?

A. It was adopted in order that the Union might protect its interests, maintain its harmonious relations with employers, and continue to work without the jeopardy to which they are subjected by the provisions of the Taft-Hartley Act.

Q. What provisions of the Taft-Hartley Act?

A. The provisions which most sorely afflict us are those that prevent us from making closed shop contracts, the provisions that make it possible for an employer to dismember the organization by parceling out our work to other trades or to unorganized people, and the provisions that put a bar on refusal to handle certain types of work.

In addition to that, the departure from previous custom and tradition, by making labor union agreements subject to a lawsuit is likewise a very difficult hurdle for us to take. There may be plenty of other reasons or other sections, but I can't recall them at this time because we are more than beset by these four items and more will undoubtedly come up as we go along.

The Court: I would like to have these specific sections that you referred to.

Mr. Van Arkel: Of the Act, your Honor?

The Court: Of the Act.

Mr. Van Arkel: Perhaps I could state them for you or if you would like, to have the witness state them.

The Court: I would like to have each one that you mentioned in the sections, will you please, Mr. Randolph?

The Witness: Well, if the Court please, I am hardly competent to pick out those sections inasmuch as we employ counsel and I threw the whole burden upon them, and I can only point to the section regarding unfair labor practices for unions, 8 (b) (4), where it is an unfair labor practice "to engage in or induce or encourage the employees of any employer to engage in a strike or concerted refusal in the course of their employment to use, manufacture, process, transport or otherwise handle or work on any goods, articles, materials or commodities, or to perform any services where an object thereof is:", and then it lists different, (a), (b), (c) and (d) subsections, which I understand have the effect of permitting the employer to cut up the union, especially Section (d), 'forcing or requiring any employer to assign particular work

to employees in a particular trade, craft or class, rather than to employees unless such employer is failing to conform to an order or certification of the Board determining the bargaining representative for employees performing such work."

The same section, I believe in subsection (a), provides that, "Where the object of the strike is forcing or requiring any employer or self-employed person to join any labor or employer organization or any employer or other person to cease using, selling, handling, transporting or otherwise dealing in the products of any other producer, processer or manufacturer, or to cease doing business with any other person."

The laws that abolish the right to contract for a closed shop apparently are distributed over several sections and it is difficult for me to locate them.

The Court: I think you have answered that question.

Q. (By Mr. Johns) In that connection I might direct your attention to Section 8 (b) (2) and Section 8 (b) (3), those two sections you have in mind in connection with that matter of closed shop.

A. I say it is so involved that I am not competent now to testify about them.

The Court: You may proceed, Mr. Johns.

Q. (By Mr. Johns) Mr. Randolph, by the no-contract policy, one of the primary objectives was for you to be able to continue a closed shop. Isn't that right?

A. No.

Q. Oh, you wanted to continue what you might call a situation where only members of your organization would have worked in the composing room in this country. Isn't that right?

A. That is right.

Q. You testified in May, 1947, before Congress that you had always had a closed shop in that industry and you intended to have a closed shop regardless of a law or any law, did you not?

A. No, I don't think that is so.

Q. Well, didn't you testify on May 7, 1947 to the following effect before the Congressional Committee: "At no time has the International Typographical Union or any local thereof operated on other than a closed shop

basis and whether it can make contracts thereof or not, it will continue to function on that basis"?

A. On May 7?

Q. Yes, 1947.

A. If you are reading from the record, it seems to me that that is correct. I don't have the book in front of me.

Q. But that sounds like what you said, does it not?

A. It sounds like it.

The Court: Read that again, Mr. Johns.

Mr. Johns: "At no time has the International Typographical Union or any local thereof operated on other than a closed shop basis and whether it can make contracts thereof or not, it will continue to function on that basis."

Mr. Van Arkel: Are you reading from the petition, Mr. Johns?

Mr. Johns: Yes.

Mr. Van Arkel: I think the whole extract should be looked at, to pick out one clause—

The Court: You may call it to my attention.

A. If you are quoting from the record and it states that in the record, I have no quarrel with it, but I do say that it requires some explanation because the question of a closed shop basis is like a closed shop condition, it is far different than an effort at this day to make any statements, made before the Taft-Hartley Law was adopted, applicable to this situation, and whatever the statement was, it was to carry out our intention to maintain a closed shop condition just as long as we possibly can.

Q. (By Mr. Johns) Now, a closed shop condition means no non-union member of the International Typographical Union is to be hired in a composing room, does it not?

A. No, it does not mean that.

Q. What does it mean, Mr. Randolph?

A. It means by one process or another, either by the non-union man who may be hired joining the union or by the maintaining of a present condition, that the condition in the office will be that all employees are members of the union. It might be that in the future we would make use of the closed or the union shop provision of the law, but I doubt it. We are not in favor of that method, but if

we do, and employees are required to join the union under the union shop provision in the law, a closed shop condition would prevail.

Q. Now you are talking about a policy that you might pursue, that you are not pursuing today, that is, the union policy under the Taft-Hartley Law?

A. That is right.

Q. I am questioning you about your policy under the no-contract policy that was adopted in August 1947.

Now, Mr. Randolph, isn't it a fact that in the Typographical Journal of August, 1947, you said the following:

"The theory of the Taft-Hartley Law is that now an employer can 'shoehorn' some non-union men into a union composing room and be protected against our men walking out. That is theory only. The condition is that our members will walk out."

Didn't you say that in that issue of the Typographical Journal?

A. I think that is substantially correctly quoted.

Q. Now, before the convention in August, 1947, that is, I mean at the convention, and before the delegates assembled there, you got up and spoke in favor of this no-contract policy, did you not?

A. At our convention?

Q. Yes.

A. Oh, yes.

Q. And when you were so speaking on August 16, 1947, you said the following, did you not:

"Special privilege is accorded to the non-union and anti-social individual who does not belong to any union so long as he can get the advantage of wages, hours and conditions established by union labor in addition to the smile of the employer. Under the law he has special privileges. An employer may not refuse to hire him because he is non-union, but the employer can refuse to hire him because he is too old or too young, belongs to the wrong religion, lodge, race, creed, or even refuse to hire him for no reason at all. If the employer sees fit to hire him, he may not, under penalty of law fire him on insistence of the union.

"To my mind the employer doesn't have to put himself in the position where the proof of such discrimination is

apparent. He doesn't have to hand out applications upon which such questions may be asked and answered. A union man seeking work in the union composing room knows how to get it. He doesn't go to the office. He doesn't go to the employer. He goes to the chairman to deposit his card and he goes to work in the union way.

"Our method is so firmly entrenched that any employer in the printing industry that undertakes to put a non-union man in the composing room has by that very act, demonstrated that it is his desire to break the union."

Isn't that the statement you made in proposing the adoption—made before the convention assembled, in urging the adoption of the no-contract policy of August, 1947, or part of it, I mean?

A. That sounds like a part of my speech. At the time the collective bargaining was before the convention. I join with our attorney in objecting to your reference as the no-contract policy.

Q. Do you want me to show you where you have used those terms?

A. Yes, I have used it, but I did not use it in the way you have used it and emphasized it repeatedly and repeatedly.

Q. You have repeatedly referred to that policy as the ITU no-contract policy, haven't you, Mr. Randolph?

A. I think one letter that carries that in it and I certainly haven't since I have heard it accentuated by the employers and by Mr. Denham's office. It was not intended to be what you interpret it to mean.

Q. Well, I assure you that you used it more than once in the documents attached to the petition.

A. I will accept that.

Q. Now, isn't the P-6A contract a part of this no-contract policy?

A. The P-6A is a part of the contract policy.

Q. No-contract policy?

A. No, a part of our contract policy.

Q. When you sent P-6A out to the subordinate locals of the ITU, didn't you send them a communication in which you say the following:

"The right to terminate on sixty-day notice is absolutely essential because: It puts the employer in position where he is likely not to have union employees working

for him if he hires non-union men; if he brings in non-union matter for you to work on, or if he tries to take away your jurisdiction.

"The reason we adopted a 'no-contract' policy was to protect ourselves against the above acts which the employer could perform to our destruction."

Didn't you send that out to your subordinate locals?

A. That sounds like a quotation from that letter. May I ask if that single quote isn't my own?

Q. You have got no-contract in double quotes.

A. That indicates, does it not, that it has a particular meaning to us?

Q. Means you are quoting from some place.

A. We put quotes around things, we do it for the purpose of indicating a meaning to members of the union. Our political literature is full of quotes.

Q. It may be for emphasis, too, Mr. Randolph?

A. Yes.

Q. Then Mr. Randolph, after you sent, or at the time, either the same day or the day after you sent out P-6A to subordinate locals, you sent a confidential communication to them, did you not?

A. I did.

Q. In that confidential communication you made very clear what you were after was still adherence to the no-contract policy?

A. No, what I intended to convey to them was that here was a method of making a contract, when an employer insisted on having a contract.

Q. But also you indicated to the subordinate locals that this was no kind of contract that you expected the employer to accept, isn't it?

A. No, I don't think that is a fair interpretation of it.

Q. Well, you did say to the subordinate locals—I am reading from Exhibit 12 attached to the petition:

"The contract form P-6A prepared for submission when employers insist on a contract contains ample reason for rejection by employers in the first paragraph which provides for a sixty-day termination."

You say that when you send P-6A to your subordinate locals?

A. That is right.

Q. You did feel that way?

A. Well, I felt that the employers would be against it because of that sixty days, and my feeling has been proved by their attitude since. They just don't want it. I knew they would not want it when we sent it out, yet I know of no way of protecting our interests without it.

Q. You considered the P-6A really no-contract and with the no-contract policy that was adopted at the convention?

A. No, sir, we considered the P-6A a very good contract.

Q. Why did you send out your confidential communication to your subordinate locals?

A. Well, to be quite frank about it, it is a habit of a lot of our locals to post everything that comes from the International Typographical Union for the members in the composing room. I first wrote on there, "Not to be printed or posted," and then as an afterthought I wrote on "Confidential," and I smiled when I wrote it on there because I knew the employers would have it within two days, and so help me, they had it in one day.

Q. Well, now, you testified at the Baltimore hearing regarding the reason for that P-6A contract also, did you not, Ms. Randolph?

A. I think so.

Q. You said regarding that P-6A contract, when you testified at Baltimore the following, did you not:

"We conceived that if a contract was for a longer period, the dangers to the Union would multiply. By limiting the contract to sixty days we have an opportunity to continue the usual relations and to await the moves of any employers who might desire to hire non-union help, put non-union work in the composing room or interfere with our jurisiction. It is our belief that if he does that, we need to have the opportunity to cancel that contract at the earliest possible date.

"The sixty-day limitation of the Taft-Hartley Law enforces at least a sixty-day interim. If the law provided thirty days, we would have put in thirty days, or if it provided ten, we would have put in ten. We are complying with the sixty-day requirement of the law, and if we desire to eliminate contractural relations at any time, the employer may do something that will destroy the Union, and if he does things under those three heads—if

he brings in non-union men, if he brings in non-union material, or if he takes the jurisdiction away from the Union—he is trying to destroy the Union, and we do not want a contract under those circumstances, nor do we want to take the responsibility for carrying on under such a contract, and possibly be sued for damages by the employer, by any of his customers, by non-union people, and all of the others who may enter into the picture to destroy the Union."

You so testified in Baltimore concerning P-6A, did you not?

A. It sounds like it.

Q. I was reading from page 4 of Exhibit 18 attached to the Petition.

Now, Mr. Randolph, when you met with representatives of the local, Local 16, and representatives of the Chicago Newspaper Publishers Association in November, 1947, at the meeting held on November 10, you made the following statement, did you not:

"There is no power in the land that will make the Union agree to anything we don't want to agree to. If there was, this would not be a democracy. We want no part of the Taft-Hartley Law or courts—no court is fit to determine labor relations. We've got now what we intend to keep come hell or high water, courts or no courts. Congress notwithstanding—we're going to maintain that we will not work with non-union men, we will not handle a non-union product—we will keep our jurisdiction—we haven't got a contract now, we have already reached that objective. The other objective is money—we can still strike for money—the thing we do not have is money—we've got all the other things, we've had them for years and are not going to give them up now or forever."

Did you make those statements at that Chicago meeting?

A. That is not a verbatim statement and it is simply the notes of one of the publishers who wrote notes and those notes may have been with relation to what I may have said within an hour's time.

Now the correction that should be made in those notes is obvious from the very way in which they are written. They are not connected.

Q. Mr. Randolph, I asked you whether you made those statements?

A. Not in that way, No.

Q. Did you make substantially those statements?

A. Except insofar as the statement concerning what would be done with relation to the courts or Congress, and so on, that is not a correct statement of what I said.

Q. Eliminating the reference to the courts and Congress, the other part was substantially what you said at Chicago, was it not?

A. I spoke on those points, but I try to be accurate when I speak, and when I make references to what the rights of our members are, and what I think they will do, and then those statements are written down in notes that sound different and sound belligerent, I can't subscribe to them, and for the first time in all of our negotiations in Chicago, the various publisher members made notes of what was said. I have engaged in negotiations all over this country for many years and they were had in good faith, frank discussions, and sometimes colorful language used, but no one undertook to bludgeon anyone else at a later time with what he might have said in frank negotiations. I resent some of those inferences. I read those notes and I don't like them.

Q. Speaking of the Chicago situation, Mr. Randolph, up until this year the International Typographical Union has always been ready, able and willing to negotiate for a year's contract, has it not?

A. No, the International Typographical Union does not do that, the local unions do that.

Q. Local 16?

A. That is right.

Q. Now, at Detroit, on November 24th, 1947, in your meeting with representatives of the local there, and the employer's representatives, you made the following statement, did you not:

"You are either for us or against us. If you insist on a contract, we know you are against us. There is no middle ground. It is fruitless for the publishers to say they don't intend to hurt the union. They will never get that kind of a contract. No law can compel it. We have five objectives:

"(1) We don't want to work with non-union men;

"(2) We don't want to work with non-union materials;

"(3) We don't want our jurisdiction interfered with;
"(4) We want to refrain from signing a contract; and
"(5) We want more money.

"When a contract expires we have four of the five. There is no unfair labor practice in the fifth. We can and will strike over the fifth. We can be required to sign a contract if we agree to one. The situation is one of good faith. You are either for us or against us."

Now, didn't you make those statements to the Detroit meeting?

A. Will you let me read the thing from which you read?

Q. Let you see it, you mean?

A. Yes. (Examining the document)

The very first sentence—

Q. (Interposing) You answer yes or no, Mr. Randolph, and then make any explanation you wish to.

A. I will have to answer no, under those circumstances.

Q. You mean nothing was said like that?

A. Something was said along those lines.

The Court: You may explain what you mean.

A. (Continuing) The first sentence says, "If you insist on a contract, we know you are against us."

That is not true. I may have said, "If you insist on your kind of a contract, we know you are against us."

Q. (By Mr. Johns) By that you mean a contract for more than sixty days' termination?

A. The kind they were insisting on.

Q. Which could not be terminated within sixty days?

A. That is right. Now, the other items mentioned were discussed, and there was no verbatim record kept, and I have discussed these continuously all over the country and it is impossible for me to say at any time I said this or that, but the general subjects I cover when I discuss these matters with employers.

Q. Anything else you want to say, Mr. Randolph?

A. Otherwise what has been read is substantially what I am accustomed to saying and perhaps did say at that meeting.

Q. By the way, Mr. Randolph, I would like to put this question to you, which will probably be hypothetical in view of the fact that no such question has been propounded to you:

Suppose one of your members, presently employed in a shop, we will say, where you are working under conditions of employment or your men are working under conditions of employment, is suspended or expelled from the ITU for some reason other than the non-payment of dues, and the employer refuses to fire that man. What action would be taken?

A. Well, the first thing I would do is consult a lawyer.

Q. Do you want to answer that question without that?

A. No, I would not take any action. The local union or the Executive Council might take action after a legal opinion was given as to our rights in it.

Q. By the way, Mr. Randolph, before a strike vote is taken the subordinate local must appeal to the International or the Executive Council for a sanction to take that vote? Is that substantially correct?

A. That is right.

Q. Are there pending any requests for strike sanctions with the Executive Council at the present time?

A. I believe there are.

Q. Can you name those places?

A. Well, there are two that have been on my desk for some time. That is the Detroit No. 18 and Detroit No. 40. There may be some others. There are a number of requests under Article XIX specifying the article, but without requesting the strike vote.

Q. Do you recall any others?

A. I can't recall any right now.

Q. Well, at Cincinnati there is pending before the Executive Council a request for a sanction of strike vote there, isn't there?

A. I am not sure whether they have asked for that or whether they just referred it to me under the provisions of Article XIX. It amounts to much the same thing. The International is requested to perform those functions that lead up to the question of can they have the strike.

Q. But you do have the request under Section 19 or request for strike sanction from Cincinnati?

A. Yes—well, I would not swear to that. I think so. I can't keep track of these things, there are too many of them.

Q. And in addition, Mr. Randolph, to the newspaper strikes that have been more or less agreed to by the Council, there are strikes presently going on in the commercial printing field. Isn't that right?

A. Yes. Yes, the only ones mentioned I believe are newspaper strikes, mentioned in the stipulation.

Q. There is a strike at Philadelphia in the commercial printing branch. Is that right?

A. That is right.

* * *

Q. (By Mr. Johns) Mr. Randolph, in July, 1947, you attended a conference, an American Federation of Labor conference on the Taft-Hartley Law in Washington, D. C., is that correct?

A. That is right.

Q. During that conference you had an exchange with Judge Padway concerning the efforts to maintain a closed shop condition which you proposed to engage upon. Is that right?

A. That is right.

* * *

Mr. Van Arkel: Your Honor, I suggest if Section 8 (c) of this Act has any scope at all, it must apply to this type of situation. If ever there was an expression of views, arguments or opinions within the meaning of Section 8 (c), it is contained in what Mr. Johns just read. Emphatically, I feel that that protection of the right of free speech which is contained in Section 8 (c) goes far beyond this type of situation, but if ever it has room for scope, it is exactly in this kind of situation.

* * *

The Court: Well, it falls, however, within the purview of, say, arguments, views and opinions, rather than words which are closely related to action or may be a part of the action.

Mr. Johns: I will concede for the purpose of this particular document that this matter, this discourse between Mr. Randolph and Mr. Padway did fall and does fall within views, arguments and opinions and I am not offering it as evidence of an unfair labor practice.

The Court: I am going to sustain the objection.

* * *

Redirect Examination.

Questions by Mr. Van Arkel:

Q. Mr. Randolph, one question I neglected to ask you on direct: Over the past years about how many locals of the International Typographical Union have operated during any given year without any collective bargaining agreement?

A. During 1948 there were 195 unions that had no contract. During 1945 there were 151; during 1944 there were 147.

Q. Now, about how many local unions in the past have operated under collective bargaining agreements not approved by the International Typographical Union?

A. I would estimate that there are between twenty-five and thirty each year.

Q. Now, Mr. Randolph, in your testimony you stated, I believe, that the figure was 684 scales that had been negotiated.

A. 682.

Q. 682. Does that include scales negotiated with the Association of Employers?

A. Yes.

Q. So that the total number of employers covered by that figure of 682 might be considered to be larger?

A. Oh, yes.

Q. About how many, what would you conceive to be the total number of scales to be negotiated in any given year?

* * *

Q. On your cross examination, Mr. Randolph, you were asked whether or not the International Typographical Union had undertaken to enforce the collective bargaining policy adopted by the union and I believe your answer was no. Who does enforce any policies adopted by the International Union, Mr. Randolph?

A. I think my answer was yes, as to whether the Executive Council had followed the quoted portion of the collective bargaining policy that, "The Executive Council is hereby authorized to interpret, construe and enforce the above policy from August 22, 1947."

As to whether the Council had followed that, I testified, "Yes."

Q. But is the International Typographical Union equipped with any power to enforce any policy which may be adopted?

A. The only enforcing feature of the law on the part of the Council is to enforce the laws of the Union, the policies of the Union, in such a way as may be indicated in a particular case. So far we have had no particular need to do any enforcing of the laws in that respect.

Q. But is it not the local unions alone which can execute any policy which may be determined?

A. Any policy that calls for enforcement in its final analysis must be enforced if it has reference to employers by local unions. They are the enforcing agencies of decisions of the Executive Council that affect their members. The only enforcing authorized authority that the Executive Council has is specified in the Book of Laws, and goes to the individual members or local unions that may be involved, but which also is subject to appeal to a convention, where the delegates will be the final authority. So in the final analysis, the delegates are the enforcing authority of their own laws and decisions of the Council.

Q. I also neglected to ask you about this, Mr. Randolph: There has been some reference to the fact that there was a change made in 1947 with respect to the powers of the Executive Council to take action against local unions by changing that language from suspension to expulsion. Could you explain why that change was made?

First, let me ask you, was such a change made?

A. It was, yes.

Q. Could you explain why?

A. It was considered necessary for two reasons: one, to more clearly provide for compliance with the decisions of the Executive Council pending appeal; and the other, to make it possible to maintain that stability with which we always functioned under the collective bargaining policy. Our members who might be working without contract can be disciplined to enforce their complying with union obligations both to the Union and to the employer. In other words, pending appeal to a convention, the expulsion is more effective a weapon than suspension, even though both had to be appealed or can be appealed to a convention.

Q. Has that always been true that the action of the Executive Council in suspending or expelling a local or member may be appealed to the entire convention?

A. That is true. It has always been true that any decision of the Executive Council affecting any member union may be appealed to the convention by any member affected.

Q. Has there been any change in that procedure?

A. No.

Q. Mr. Randolph, in addition to the agreements that we mentioned yesterday, was there also an agreement concluded at San Diego?

A. Yes, there was.

Q. Was that in the form of Form P-6A?

A. Well, it was a modified form of P-6A.

Q. Did that have the approval of the Executive Council?

A. It did.

Mr. Van Arkel: I think that is all.

Recross Examination.

Questions by Mr. Johns:

Q. On your redirect examination, Mr. Randolph, you told Mr. Van Arkel that in 1946 there were 195 situations where there was no contract, in 1945 there were 161, in 1944, 147 such situations, and then you told him that there were twelve hundred to fourteen hundred scales a year negotiated.

Now, did that mean that with the exception of those that you have already indicated, there was no contract signed, that in the other cases, 1944, 1945, 1946, contracts were entered into between subordinate locals and employers?

A. Generally speaking, yes.

Q. Now, would there be any exception?

A. I might be able to give you the facts clearer in my way if you would like to have them.

Q. Go ahead.

A. We have approximately 850 unions. In a great many of the unions there are commercial scales and newspaper scales. Then in a great many other unions, both are combined in one document. So that instead of having seventeen hundred scales a year or seventeen hundred scales as

between employers and employees, we have less because some are combined into one.

Now, assuming that there would be from twelve hundred to fourteen hundred scales negotiated, then there would be in this 195 beyond that that were not negotiated, there were no contracts in effect. If there were, we did not know about them. They got along, we don't know how, see; verbal or otherwise.

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Questions by the Court:

Q. I want to start out with somewhat of a hypothetical question, an academic one. If the law provided that the employer, if requested by a majority of the employees, maintain a closed shop, irrespective of his wishes to do so, you would expect the law not only to be obeyed or observed, but also that the courts, if that was part of the law, should enforce that kind of provision, would you not?

A. If I understand you, I most certainly would.

Q. Now, and the employer should not only observe that provision for a closed shop if it required it to maintain one, but that he should observe it in letter as well as in spirit?

A. That is right.

Q. Now, under the Taft-Hartley Law, you understand that it requires the employer to refrain from any closed shop agreements?

A. Yes. The law requires him to refrain from that, yes.

Q. And it also requires labor organizations to refrain from imposing upon the employer or coercing him to maintain a closed shop condition, does it not?

A. A closed shop agreement.

Q. Well, what is the difference between a closed shop condition and a closed shop agreement, in your views?

A. As I explained it the other day, a closed shop condition obtains if no change is made in most of our shops as they are now organized, there are no non-union men in them, and if he does not hire any, there is a closed shop condition and still no violation of the law.

Q. But if the union by contract or by not entering into a contract holds over the employer a threat to do certain things, if he does not observe a closed shop condition, isn't that maintaining a closed shop condition which the law says the employer must not observe?

A. I doubt that is true. Of course, when you say he threatens them, that brings in another element. If I may make our position clear, I would like to say that we are not threatening him with anything, if he performs according to the law. There is a distinction between trying to protect our own interests and giving him an opportunity to destroy the Union.

Now, then, we have not yet been able to clearly define or get advice to clearly define what the powers of the Union are with respect to even adopting clearly a no-contract policy or having a desire and a determination never to make another contract. We would like to have a decision of the Supreme Court telling us whether we had to have a contract or not under any circumstances; but laying that aside, there is no intention on our part to threaten an employer, but he knows as well as we know that if we had the right either individually or collectively not to work under unfavorable circumstances, it might be a very serious detriment to him, because he would have a hard time, maybe, recruiting enough non-union people to do his work. Yet so far employers have been getting along with us and we are trying to say that we have certain rights as individuals and we have certain rights as a union.

Now, whatever they are, we want to exercise them, not as a threat against him, but as a preservation to us, and if he happens to be in a position where he will suffer financially, certainly, he is not going to suffer any more than we suffer with the lack of a payroll to sustain us.

In other words, we are not trying to create a condition, that will violate the law, but we are trying to create a condition where we can live, and if in our living he is inconvenienced, it is too bad, but we are terrifically inconvenienced also.

Does that make it any clearer?

Q. Well, when you impose these conditions of employment, that the employer hires your members under those conditions, isn't the very fact that he hires or continues operations with employees who are members of your organization under those circumstances, isn't his act in going forward a contract?

A. No.

Q. You don't think that is a contract?

A. No. It is essentially a day to day arrangement. If we work, he owes us money for that day, and that is all it amounts to.

Q. But that day it is a contract?

A. Well, I would not say so except as he is entitled to his pay for work done, but the terms of the pay are stated and he has no obligation for any length of time.

Q. And if he as a result of those conditions, if he should hire as he elects, he must not discriminate between a union and a non-union man under the law?

A. No, and we are not asking him to.

Q. Suppose he does that and must under the law not discriminate and he thereby hires a non-union man. Under the conditions of employment, what would result?

A. Well, the situation would have to remain as it is without strike or stoppage until the matter was taken up with the Executive Council. In other words, the Union cannot strike until approval by the Executive Council. If anything happened at all, it would have to be on the individual authority of each individual man. If any individual quit, he would simply be quitting, and that is all there would be to it.

Q. Well, wouldn't that be a sanction or wouldn't that tend to prevent the employer from doing what the law requires, because he would not want to have a lot of men quitting because he did what the law requires him to do?

A. Well, the law also protects the individual in his right to quit.

Q. But as a union, you are representing them all in a collective body, aren't you? The employee can't in one capacity act as an individual and at the same time he is a member of your union, you are collectively bargaining as a unit, aren't you?

A. Yes, but we have never collectively bargained to compel an individual to work, not even to work overtime if he didn't want to work. We have certain things specified as a collective obligation, but that collective obligation has never attached itself to an individual to tie him to a job.

Q. Well, now, yesterday you said something about your members working in the Government printing office, that those closed shop conditions did not obtain. Has there been any threat to your Union by reason of that fact?

A. I would not say there has. The Typographical Union is a union that is desirable to belong to and we have no trouble in getting applications from competent people after they have observed our methods of operating and the conditions under which we work. We would have no trouble about that. The trouble would come, your Honor, where an employer would bring in men with the determination to weed the Union out, and under those circumstances, we certainly have got to be able to protect ourselves.

Q. Well, isn't that a fear which is not practical from its application?

A. No, it is a very real thing to us and if we tied ourselves up for a year, and I even think it could be done to us in sixty days—give an employer sixty days' time to wreck the organization in certain instances, he can do it.

Q. Isn't that somewhat theoretical in its viewpoint?

A. No.

Q. Where would the employer get enough men competent? Isn't this a fact: that the employer's, newspaper or commercial printer, self-interest is to get competent men to work?

A. I will show you.

Q. No. But isn't that the standpoint we started out on?

A. Yes.

Q. Where would he get people who do not belong, who are competent but who are not members of your Union, to hire? Where would they come from?

A. Well, I think I can explain it this way: It is a double-barreled proposition because it is hooked up with his ability to take work we are now doing out of our jurisdiction.

Suppose a newspaper publisher said, "From tomorrow on the proofreading will be done over in another room. I have hired other people to do the proofreading." We have proofreaders, then, that are unemployed. He can get enough people to read proof satisfactory to him outside of the Union. There are hundreds of smaller unions where we don't have union proofreaders. But in the big majority of the medium sized and larger unions we do, but just by his determination to wreck the union, we could move out that group. Then presume some of them started to do—they were going to bring in a teletypesetter machine and they would

lay off a bunch of linotype operators and train new teletype punchers, as they have done, and dispense with linotype operators and use the tape from these teletype machines in another room. Again another group of our people are unemployed. If he undertakes to say so, we will henceforth not use ad compositors any more. We will have over in this other room some paste-up artists, which will take type which some of our members will be retained to set, and you will take proofs of it, and we will have these paste-up artists paste them up and make photographs of them, so we will not need these ad compositors any more. Then you have taken away the proof room, you have taken away the news operators, you have taken away the ad men, and you have left some ad operators on the ad machine to set type for other non-union people to use, and you may have left some machinists to see that the linotype machines operate after the tape from the tape punchers has gone through.

That is what I mean by destroying our organization. If an employer sets out upon that ambitious program, we want to be in a position to say we will contract with an employer that uses all of our people, and if he does not, we don't want to contract with him, and if we have a contract with him and he starts that kind of a tirade on us, we want to cancel that contract and get out of his office and leave him the free American right to operate as he pleases.

Q. But you think he could do all what you figure in a year?

A. It has been done in shorter time.

Q. You said yesterday that under this P-6A contract you felt that that permits the employer to observe the requirements of the labor-management act in respect to closed shop. Is that what you said?

A. Yes, his obligations under the labor-management relations act are thoroughly protected under it.

Q. You don't think that that requires him to observe closed shop conditions?

A. No, it does not.

Q. Well, suppose he hires a non-union man in the composing room. Doesn't that then bring immediately a threat to him that everybody is going to walk out?

A. No, the illustration I gave the other day was in a

small town where they did that very thing. In Wisconsin Rapids they employed a non-union man. I think there were eight or nine employed in that shop, and they made him foreman and everybody disappeared and most of them left town.

Now, there is nothing the Union can do about that. He has the right to hire some more, and he did.

Q. If they contracted for a year, then he could hold the Union to that contract, couldn't he?

A. That is right, and so far as the Union goes, but if the Union says, "We have no members to supply you, they are gone," then what is the obligation of the Union? We don't know. We hope the Union could not be sued, and whatever treasury it has, taken away from us, and we hope the International Typographical Union could not be sued, but we are certainly not assured we won't, because we are getting suits thrown at us left and right already.

Q. Well, isn't that provision, the sixty day, and that provision that the party of the first part recognizes that the party of the second part cannot compel union members to work with non-union employees, refusal to work with non-union employees, shall not constitute a breach of this agreement—aren't those designed to impose or, rather, compel the employer not to hire non-union labor?

A. No, that section was there to estop him from suing us for damages if our members refuse to work with non-union men.

Q. Isn't that in effect what it does?

No, I don't think so, but if so, Judge, if it does stop him, it is not our fault as a union, because there are still some rights that may be subjected to contracts and one of those is to contract for labor against its will; contract labor, as I understand it, is bad, and the Taft-Hartley Law itself protects that right by providing that nothing in the law shall be construed to mean that a man would have to work against his will or on any product that he did not want to work on.

Q. Well, if it did have that effect, it would contravene the prohibition against the Union restraining or forcing the employer to observe a closed shop condition, which is outlawed?

A. No, I can't concede that at all. The Union does not undertake to tell him whom he shall hire, or to insist that he hire union people.

Q. But that is what this is designed to accomplish, isn't it?

A. No, your Honor, that is designed to accomplish the protection that we need in our right to live, because, as I have explained, an employer may, if he is bent on it, do just as I have shown, dismember the organization department by department, and we want to say that, "We will contract with you, yes, but the responsibilities attaching to a contract are such that we want only this type of contract, we want to preserve the organization intact. We want to work for you if you hire all our people in the capacities where we have always been working. If you don't want to hire them, then it is your right not to hire them."

That is our attitude, but we want stability, just the same as the employer wants stability.

So far we have not been accorded any stability whatsoever. The employer takes the attitude that he has the right to dismember us if he wants to and we say, "If you do it, you won't do it by our agreement, and we won't have a contract with you that indicates that we believe you have a right to do it, and when we contract you have a right to do it. If you have a right to do it under the law, exercise it, but we are not going to give you an additional contract right to do those things. On the other hand, if you have alternatives under the Taft-Hartley Law and if you can contract with us to protect this or that feature and you refuse to contract with us, we won't contract with you.

Q. Well, now, take the sixty-day clause, aside from the question of closed shop and what you say you wish it to do, you wish that clause to be inserted or conditions to be inserted in order to protect you in certain matters. It also has the effect of making the question of wages, conditions of employment unstabilized, does it not?

A. It might, and we have the reaction from two employers recently that because of the drought in California they refused to have anything but sixty-day limitations, and one union calls up and says, "Our employer won't have anything but a contract with a sixty-day cancellation clause. We want a contract."

I said, "Pat him on the back. We don't either. Sixty days is a reasonable limitation to him because he is fearful of the economic conditions. All right, let it go at that." That is in Eureka, California, and in Stockton, California, the employer took the same position. "I don't know what the future is going to be, and I am not going to tie myself for any more. Sixty days is what I want." It unstables wages for the Union, it unstables prices for the employer, but even if it does, the employer is not stabilized and has not been on any of the other things he is buying. His raw materials, he has no stability on those things, and all through the business system there has been less and less stability. The contract the Publishers make for advertising can be canceled without notice. They are ruthless about the kind of agreements they make with the public, and with advertising of classified and things of that kind, changing without notice—it so states on the various contracts. Stability is a condition desired by everybody, but we not only want stability, our record shows we have been the most stable organization in the world and we still want to be, but we are not wanting to give the employer his stability at our destruction.

Q. You think the fact that you have survived for a hundred years, that a year's try at it under the provisions that are required, under the Taft-Hartley Law, would jeopardize your existence?

A. Oh, yes, undoubtedly. The tactics already started have proved the absolute necessity to us, the widespread selling of teletypesetter machines to smaller publishers has given us a major problem, and I don't know how much more of a problem it would be if we would sign a contract and then have the employer come in with various devices and say, "We will do this and so and hold you to your contract for the remaining things we want to hire you for."

We are in the most critical position the International Typographical Union has been in in its history.

Q. Now, these apprentices, are they hired by the employer?

A. Yes, the foremen.

Q. If a man wants to become a printer, does he see the foreman or the employer?

A. He sees the foreman. The whole history of our in-

dustry is that a man is employed through the foreman. It is so established and so ingrained that every other method would cause resentment by our people to such an extent that no officials could control it.

Q. Putting it from a practical standpoint, if you were to enter into a year's contract, in which you would not require the employer, in which you would assure him that there would be no walk-out if he observed the law with reference to non-union hiring of help, do you think that that employer could be able to hire enough non-union people who had not been members of your union to make any difference?

A. Yes, it would make a lot of difference. You take with over six hundred unions with less than fifty members in the union and several shops in the town employing those fifty members, you can readily see that by that method of employing a non-union foreman and maybe a few key men here and there, the union would not live very long, as I stated, with the kind of technical discrimination that can be practiced and could not be proved to a National Labor Relations Board, in a year. The smaller unions, there are some four hundred of them that have twenty-five or less members.

Now we have done a job of organizing all these people, servicing the whole industry, we have trained all the new needs of the industry for various machines, and we have got an organization that has been able to make a fair living out of it, and it has been all up-hill work; but now comes a time when, if we make a contract for a year, we cannot make one that will protect us wholly, but we can nail down the processes upon which we have made our living, the employer can agree that he will hire the journeyman printers to do this type of work so that he won't be able to hire some newly trained people on new devices and new ways of substituting for our work. We can protect ourselves on our jurisdiction by contract, but he does not want to do that. Some of them would not, but they are following American Newspaper Publishers Association advice and doing nothing. They are saying to us, "You bring us a contract that we like."

They give us nothing but blank statements, "We will renew our old contract except as it will interfere with the

law," leaving us the obligation to establish our right under the law to do these very things, and I submit as a labor organization we are not competent to do that, and while we are trying to do it we would lose out and destroy the morale of the organization.

Q. But if the law requires that an employer must not do certain things and that you as a labor organization must not by certain action force him or compel him to do what he must not do, aren't you required to follow that observation as well as he?

A. Well, it is a general statement and as a general statement I would say yes, but there are points to it that are two-pronged. He hasn't all the rights in the world. We have some. He has certain obligations, so have we, and whatever they are under the law, we are going to follow them, but we don't want him to destroy our Union with his alternative. We do want him to agree with us and give us an opportunity to prove that we can grant just as much stability as we always have, if he grants us the same stability and within the law, and we are not asking him to violate it.

Q. What stability do you think he can grant you within the law which will not bring about the fears that you have?

A. He can agree to Form P-6A in every particular therein which is perfectly legal to our best advice and belief, and by that his only trouble different from what it has ever been before—mind you, all of the things that are in P-6A are things we have all enjoyed and always had, and the only difference there is the sixty-day cancellation clause, and that is the only chance he is taking on doing things different than they were before. I have testified here before and the evidence shows that once an agreement has been made on wages and they are getting along on the voluntary increase, there hasn't been any difficulty and he still has the same stability.

Now, he has to have a little faith in us.

Q. Doesn't that work both ways?

A. Yes, we do have a lot of faith in a lot of our employers; but, your Honor, the advice that they have been given is one of resistance, don't do this. Their union is telling them, "Don't agree with this union on any of the things they are proposing," and it makes it very difficult.

The Court: I will permit questions from Counsel.

Mr. Van Arkel: Mr. Randolph, I don't want to be repetitious, but is there any practical way by which the International Typographical Union or any of its locals can compel its members to continue at work if non-union men are brought into a composing room under circumstances which led those members to feel that the employer is out to break their organization?

The Witness: There is not.

Mr. Johns: Mr. Randolph, if the employer is out to break your organization, wouldn't that be a violation of the Taft-Hartley Law to which you could point and ask relief?

The Witness: No, that is one of the difficulties of the Taft-Hartley Law. It gives him certain legal rights to do as he pleases with us, and can't be an unfair labor practice if he does those things. We say, well, that is destroying our union, but the answer is he has the legal right to do them. It so states in the law. How can it be unfair labor practice?

Mr. Johns: If he discharges one of your members because he is a union member, that is a violation.

The Witness: If he does, it certainly is.

Mr. Johns: And he discriminates and hires only union members and refuses to hire non-union members, that is a violation of law.

The Witness: That is right.

Mr. Johns: If you have a contract for a year defining your jurisdiction and during that term of contract the employer attempts to take away some of that jurisdiction without getting your approval, that is a violation of the law too, isn't it?

The Witness: It is a violation of the contract.

Mr. Johns: Also refusal to bargain, is it not?

The Witness: No, I would not say that.

Mr. Johns: But a refusal to bargain would be a violation of law, wouldn't it?

The Witness: I think so.

Mr. Van Arkel: Mr. Randolph, what in your judgment is the value of the remedy afforded by the Taft-Hartley Act protecting the International Typographical Union?

The Witness: Of course, in protecting the International Typographical Union, there isn't any protection there, but the protection afforded local unions as bargaining agents

is rather meager and far-fetched. The employer has priority on the consideration of complaints, on unfair labor practices, and if and when they ever got around to an individual complaint or a local union's complaint, they might make a decision, but the time that it takes is ineffective. One member of our Union in Chicago filled an individual claim against the R. R. Donnelly Company for being discharged because he was a union man and he could very well have starved to death by now had the Union not supplied him with a job somewhere else. The remedy is useless, in my opinion.

* * *

GENERAL COUNSEL'S EXHIBIT 81-B

October 4, 1947

Graphic Arts League Counter-Proposal
to be Substituted for
Sections 15, 17 and 18 of the I. T. U. Proposal

It is the desire and intent of the parties to secure and maintain uninterrupted production during the term of this Agreement. Accordingly, the employer members of the Graphic Arts League agree that there shall be no lockout, and the Union, its officers, agents, and members agree that they will not authorize, ratify, permit, aid, assist or participate in any strike, slow-down, or other interruption of production for any reason whatever.

If any unauthorized strike, slow-down, or other interruption of production is threatened or occurs, the Union agrees that it will forthwith (a) communication with the employees involved in any such action and direct them to maintain or resume production; (b) issue publicly a written statement disavowing such action; (c) discipline the employees involved in such action; (d) use any other means at its disposal to prevent or terminate any such action, and (e) support the employer in any disciplinary action which the employer may take in connection with any such action by his employees, and (f) refrain from giving the employees involved in any such action any strike benefits or any other support whatsoever. If the conditions of this paragraph are observed in good faith, the Union shall be under no liability in damages by reason of any such action.

GENERAL COUNSEL'S EXHIBIT 81-c

(Letterhead)

International Typographical Union
Woodruff Randolph, President
Postoffice Box 428, Indianapolis 6, Indiana

September 25, 1947

Mr. Charles V. Brannock, President
Baltimore Typographical Union No. 12
519-520 Munsey Building
Fayette & Calvert Streets
Baltimore 2, Maryland

Dear Mr. Brannock:

The proposal for a new contract between your union and the Baltimore employers has been referred to the Executive Council of the International Typographical Union for an interpretation of our Collective Bargaining Policy.

The Executive Council has given particular attention to paragraph seven and the last paragraph of that Policy and concludes that Baltimore Typographical Union No. 12 is hereby authorized to enter into a contract with employers in Baltimore on such terms as may be determined by collective bargaining on the basis of your proposal.

Fraternally,

Woodruff Randolph,
President.

1:mc
Via Air Mail

GENERAL COUNSEL'S EXHIBIT 83

(Copy)

International Typographical Union

From the Office of
Don Hurd, Secretary-Treasurer

Instructions and Advice Issued Pursuant to the Injunction

To the Officers and Members of All Subordinate Unions:

On March 27, 1948, Federal Judge Swygert decreed:

"It is therefore, by this Court Ordered, Adjudged and Decreed as follows:

"1. That respondents International Typographical Union, Woodruff Randolph, Larry Taylor, Elmer Brown and Don Hurd, and each of them, and their agents, servants, employees, attorneys and all persons in active concert or participation with them, be and they hereby are restrained and enjoined, pending the final adjudication of this matter in Case No. 9-CB-5 by the National Labor Relations Board, from:

"A. In any manner promulgating, disseminating, pursuing, observing, or in any wise giving effect to, or ordering, instructing, requiring, recommending, inducing, encouraging or in any wise causing subordinate local unions and members of respondent International Typographical Union, or any of them, to promulgate, disseminate, pursue, observe, or in any wise give effect to, any policy, practice or course of conduct which in any manner requires, induces, or in any wise causes, respondent International Typographical Union or its subordinate local unions, or any of them (a) to refuse to bargain or refrain from bargaining collectively in good faith with employers with respect to wages, hours and other terms and conditions of employment or the negotiation of an agreement, or any question arising thereunder; (b) to refuse to execute or refrain from executing upon request a written contract incorporating any agreement reached; and (c) to refuse to bargain or refrain from bargaining collectively in good faith with employers for collective bargaining contracts for a definite term in accordance with the practice and custom established by respondent International Typographical Union and its subordinate

local unions in their bargaining with representatives of the newspaper industry over the course of years.

"B. In any manner promulgating, disseminating, pursuing, observing, or in any wise giving effect to or ordering, instructing, requiring, recommending, inducing, encouraging, or in any wise causing subordinate local unions and members of respondent International Typographical Union, or any of them, to promulgate, disseminate, pursue, observe, or in any wise give effect to, any policy, practice, or course of conduct, including without limitation (a) conditions of employment, (b) Form P-6-a contracts or modifications thereof, (c) provisions for cancellation of an entire agreement upon 60 days' notice, (d) laws, rules and decisions of respondent International Typographical Union which in any manner discriminates against employees in regard to hire or tenure of employment, or any term or condition of employment, because of non-membership in respondent International Typographical Union or its subordinate local unions, or any of them, or causes or attempts to cause employers in the newspaper industry to so discriminate against employees, except in accordance with the provisos to Section 8 (a) (3) of the National Labor Relations Act, as amended.

"C. In any manner continuing in effect, or permitting to continue in effect, any of the acts and conduct restrained and enjoined in subparagraphs A and B, above.

"D. In any manner, supporting, authorizing, sanctioning, recognizing, instigating, inducing, or encouraging subordinate local unions and members of respondent International Typographical Union, or any of them, to engage in, or to continue to engage in, any strikes, slow-downs, walk-outs, or other disruptions of any kind to the business operations of employers in the newspaper publishing industry which are in furtherance of, attributable to, arising out of, or caused solely or in part by, the acts and conduct hereinabove restrained and enjoined in subparagraphs A, B and C above.

"2. This decree shall not prevent the respondents, or any of them, from advising the members and subordinate local unions of the International Typographical Union that contracts entered into between the said local unions and employers during the existence of this

injunctive order may contain provisions that in the event the National Labor Relations Board in its final order in Case 9-CB-5 dismiss the charges against the respondents, such contracts may be terminated thereafter upon 60 days' written notice to either party.

"3. Jurdisdiction of this cause is retained for the purpose of giving full effect to this decree, and for the purpose of making such further and other orders and decrees in modification of this decree as may be deemed necessary upon further and sufficient showing.

"4. This decree shall remain in force and effect from the date of its entry until further order of this court, but not longer than the final order in Case No. 9-CB-5, now pending before the National Labor Relations Board.

"5. The Clerk of the Court is hereby ordered to cause copies of this decree to be served forthwith on all respondents.

Enter:

(Signed) Luther M. Swygert, District Judge."

General Instructions

We shall fully comply with the above decree. Accordingly, during the period that the temporary injunction continues effective all local unions shall be governed and guided by the instructions and advice set forth herein.

(a) All postcard bulletins and other advice heretofore issued by the Executive Council with respect to the Collective Bargaining Policy adopted at the last Convention shall, during the pendency of the injunction, be disregarded.

(b) No future demands for "Conditions of Employment" or form P-6-A agreement shall be made during the pendancy of the injunction.

(c) Local unions that have already negotiated "Conditions of Employment" or P-6-A agreements shall, upon the request of the employers, immediately enter into negotiations for new agreements. Except as stated below, where no such request is made by employer it is recommended that the local unions promptly undertake the negotiation of new agreements to replace existing "Conditions of Employment" and P-6-A agreements. Pending such negotiations that have been either prompted by the request of employers or initiated by the local union, the existing P-6-A agreements and "Conditions of Employment" may remain

in effect. It is contemplated that in most instances the wages and other economic conditions prevailing under existing P-6-A agreements or "Conditions of Employment" shall be incorporated in the new agreement. The exception mentioned above relates to those comparatively few situations where "Conditions of Employment" or agreements of indefinite duration, subject to cancellation by notice of 60 days or of similar period, have been customary in the past or continue mutually desirable to both employers and the local union. In such situations existing arrangements need not be disturbed.

(d) Agreements providing for a duration period of one year and not otherwise in conflict with the laws of the I. T. U. or the terms of the decree will be approved. The duration clause in the new agreements shall, like other clauses, be the subject of collective bargaining. Normally agreements shall be for a definite term. It is anticipated that most agreements shall be for a period of one year or such other period as has been customary in a particular locality. Where, however, agreements have expired since August, 1947, and have been replaced by "Conditions of Employment" or P-6-A agreements and where the wages and other economic conditions in such P-6-A agreements or "Conditions of Employment" are incorporated in new agreements pursuant to this bulletin it may be desirable, and will be permissible, to have such new agreements expire one year from the effective date of the "Conditions of Employment" or P-6-A agreement. "Contracts entered into between the said local unions and employers during the existence of this injunctive order may contain provisions that in the event the National Labor Relations Board in its final order in Case 9-CB-5 dismisses the charges against the respondents, such contracts may be terminated thereafter upon 60 days' written notice to either party."

(e) Nothing in the decree nor in this bulletin shall be construed to alter in any manner any of the I. T. U. Laws and procedures requiring the submission of proposals and agreements to the I. T. U. for approval.

Special Instructions to Striking and Locked Out Locals

All striking and locked out locals shall immediately notify their employers that they withdraw all previous offers and demands and that they are ready to meet and nego-

tiate new agreements consistent with the terms of the decree. Such locals shall forthwith submit to their employers for negotiations contract proposals along the lines recommended below. The I. T. U. can not and therefore will not, during the pendency of the temporary injunction, provide benefits or other support to any striking or locked out members of local unions that fail to comply with these instructions.

New Contract Proposals

Local unions may continue to bargain for many important protective clauses that remain untouched by the decree. Limitations of time prevent the formulation and distribution of a detailed form agreement. For clauses dealing with wages, hours, and other economic matters, priority, ratio and training of apprentices, union recognition, arbitration, reproduction, recognition of union laws not in conflict with law, and similar subjects that have been traditionally contained in your collective agreements, you may utilize the language of your former agreements or the language recommended in standard forms that we have previously published. However, comply with section 2 and 4, Article III, General Laws.

Jurisdiction

The following clause will effectively preserve our jurisdiction:

"Jurisdiction of the union is defined as including all composing room work in shops covered by this contract and includes classifications such as hand compositors, typesetting machine operators, make-up men, bank men, stonehands, proofreaders, machinists for typesetting machines, operators and machinists on all mechanical devices which cast or compose type or slugs, operators for perforating tape for use in composing or producing type and operators on photo typesetting machines and no employer shall make any other contract covering such work.

"The work of the composing room shall be performed only by apprentices and journeymen.

"In the event of the introduction of any process, machinery, or equipment affecting composing room work as herein defined not in use at the date this contract is effective, or any such process, machinery or equip

ment used as an evolution of or substitute for current processes, machinery or equipment, all questions concerned with the method of operation and the complement of men required shall be determined by a commission made up of two representatives of the employer, and two representatives of the union, the fifth man to be selected by the four in the case of a deadlock. If the four cannot agree upon the fifth he shall be selected by ..... This commission shall have the power to investigate, hear evidence and decide the method of operation and complement of men for any above-mentioned process or machinery or equipment. It is mutually agreed that in submitting this question to a fifth man he shall be governed by the agreement of the parties that none but journeymen, as defined in this contract, shall be permitted to work on any such processes, machinery or equipment except as provided elsewhere in this agreement for the training of apprentices."

Union Foremen

The following clause is not prohibited by the decree: "It is agreed that all foremen of Composing Rooms shall be members of the union in good standing."

Competency

To preserve the standards of the craft, local unions should submit a clause establishing competency as a prerequisite to employment. Such clause should recognize the joint interests of the employer and the employees in the competency of all persons seeking employment, and should devise procedure whereby the union has equal power with the employer to formulate and conduct tests of competency. Such a clause shall not be utilized as a means of discriminating against any person because of his membership or non-membership in the union.

Struck Work

The struck work clause that we have heretofore recommended is not prohibited by the decree. Additionally, in recent negotiations the Printers League Section of the New York Employing Printers Association has agreed to the following proposal to meet the problem of struck work: "It is the purpose and intent of the employer to continue

cooperative mutual relations with the union. It will be the purpose of the employer to maintain all prior practices in the operation of its composing rooms to the fullest extent permitted by the law, and to provide the maximum possible union security. The employer will not undertake any activity which will in any sense undermine or jeopardize the Union's strength or security or the wellbeing of its members. It is the intent of the employer to limit composing room work to jobs obtained on a normal account basis. It is agreed periodically and on specific request to review procedures and developments in the industry in the light of the above pledge and undertaking. It is understood and agreed moreover that if any provision of the previous contract, excluded from this contract solely because of the restrictions of the law, or is determined either by legislative enactment or by the decision of the court of highest recourse to be legal or permissible, then the parties shall immediately enter into discussions with a view to the restoration of such clause." Locals are advised to submit either the above clause or the struck work clause we have previously recommended.

Cancellation of Agreements on Failure to Live Up to Decision of Joint Standing Committee

Another helpful clause that should be contained in all contract proposals submitted for negotiation is: "If any controversy arises as to the interpretation or enforcement of this agreement, the conditions prevailing prior to the dispute shall be maintained until the controversy is disposed of as provided herein. In the event either party to the dispute refuses to accept and comply with a decision of the Joint Standing Committee, all aid and support to the firm or employer or member or members of the union refusing such acceptance and compliance shall be withdrawn by both parties to this agreement and the contract may, by the other party, be declared null and void as affecting such firm or employer or member or members of the union."

Limitation of Liability

All locals should include the following clause in their proposed contracts: "It is agreed that the procedures for the settlement of any differences or grievances arising under this contract are exclusive, and in consideration of the mutual undertakings herein contained, it is agreed by and between the parties hereto that the only recourse each may

have against the other for any damages alleged to be due for any breach of this contract shall be to the Joint Standing Committee provided herein and that no award for damages shall in any event exceed the sum of $25; provided that such limitation of $25 shall not apply to claims for wages."

Picket Line

No employee covered by this contract shall be required to cross a picket line established because of an authorized strike by any other subordinate union of the International Typographical Union.

The foregoing clauses do not contravene the decree. The clauses conform with our basic policy of retaining the maximum security available under existing conditions.

If there be any desire for additional information or guidance with respect either to clauses recommended herein or to the language of other clauses not specifically dealt with in this bulletin, you are urged promptly to contact headquarters.

Issued By

The International Typographical Union
Woodruff Randolph, President
Elmer Brown, Vice-President
Larry Taylor, Vice-President
Don Hurd, Secretary-Treasurer

March 31, 1948.

GENERAL COUNSEL'S EXHIBIT 85

Contract Provisions Which May Be Proposed in Collective Bargaining During Pendency of Federal Court Decree

Nothing in the decree nor in this bulletin shall be construed to alter in any manner any of the I.T.U. Laws and procedures requiring the submission of proposals and agreements to the I.T.U. for approval. Local unions may continue to bargain for many important protective clauses that remain untouched by the decree. For clauses dealing with wages, hours, and other economic matters, priority, ratio and training of apprentices, union recognition, arbitration, reproduction, recognition of union laws not in conflict with law, and similar subjects that have been traditionally contained in your collective agreements, you may utilize the language of your former agreements or the language recommended in standard forms that we have previously published. However, comply with Sections 2 and 4, Article III, General Laws.

Proposed Contract Provisions of a Specific Nature

This Agreement, Made and entered into this ..... day of ..... by and between the ..... Company, through its authorized representatives, the party of the first part, and ..... Union No. ....., by its officers or a committee duly authorized to act in its behalf, party of the second part, shall be effective beginning ..... 19 ... and ending ..... 19....

Party of the first part hereby recognizes the party of the second part as the exclusive bargaining representative of all employes covered by this agreement. The words "employe" and "employes" when used in this contract apply to journeymen and apprentices.

Jurisdiction

The jurisdiction of the Union is defined as including all composing room work in shops covered by this contract and includes classification such as hand compositors, typesetting machine operators, make-up men, bank men, stonehands, proofreaders, machinists for typesetting machines, operators and machinists on all mechanical devices which cast or compose type or slugs, operators for perforating tape for use in composing or producing type and operators of photo typesetting machines, and party of the first part shall make no other contract covering such work.

The work of the composing room shall be performed only by journeymen and apprentices. Apprentices may be employed only in accordance with the ratio of apprentices to journeymen provided in Section 19 of this contract. Since it is the desire and intent of the parties to assure in so far as possible the continued maintenance of a high degree of skill in the journeymen classifications and a correspondingly high degree of quality and quantity of production, it is mutually agreed that journeymen are defined as: (1) employes who have completed approved apprentice training as provided in this contract; (2) journeymen members of the Union; or (3) applicants for work in a composing room who, upon reference to the Joint Examining Board by the party of the first part, secure a certificate of competency duly issued under procedures established by the Joint Examining Board. The Joint Examining Board shall be composed of two representatives of the employer and two representatives of the union who shall give such applicants for work the same degree of examination for competency as is given to apprentices seeking to qualify as journeymen.

In the event of the introduction of any process, machinery, or equipment affecting composing room work as herein defined not in use at the date this contract is effective, or any such process, machinery or equipment used as an evolution of or substitute for current processes, machinery or equipment, all questions concerned with the method of operation and the complement of men required shall be determined by a commission made up of two representatives of the employer, and two representatives of the union, the fifth man to be selected by the four in the case of a deadlock. If the four cannot agree upon the fifth he shall be selected by ..... This commission shall have the power to investigate, hear evidence and decide the method of operation and complement of men for any above-mentioned processes or machinery or equipment. It is mutually agreed that in submitting this question to a fifth man he shall be governed by the agreement of the parties that none but journeymen, as defined in this contract, shall be permitted to work on any such processes, machinery or equipment except as provided elsewhere in this agreement for the training of apprentices.

Employment

It is agreed that all foremen of Composing Rooms shall be members of the union in good standing.

Composing room employes shall be employed, receive orders from, laid off and discharged by the foreman and by none other. In the absence of the foreman he shall designate and post who will be the foreman during his absence; provided, that nothing in this section shall interfere with instructions being given by others for the proper execution of a job, when same is deemed necessary by the foreman.

Applications for work by others than those holding priority rights in the composing room must be made only to the foreman, who is the only person having the authority to employ and assign journeymen in the composing room. Provided, that nothing in this section shall be construed to conflict with the rights of journeymen to employ competent substitutes without consultation or approval of the foreman.

A standing committee of two representatives appointed by the party of the first part, and a like committee of two representatives appointed by the party of the second part, shall be maintained; and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place. To this joint standing committee shall be referred all disputes which may arise as to the construction to be placed upon any clause of the agreement, except as provided otherwise herein, or alleged violations thereof, which can not be settled otherwise, and such joint standing committee shall meet when any question of difference shall have been referred to it for decision by the executive officers of either party to this agreement. Should the joint standing committee be unable to agree, then it shall refer the matter to a board of arbitration, the representatives of each party to this agreement to appoint two arbiters, and the four to agree upon a fifth. The decision of this board shall be final and binding upon both parties; Provided: That local union laws not affecting wages, hours or working conditions and the general laws of the International Typographical Union shall not be subject to arbitration.

If any controversy arises as to the interpretation or enforcement of this agreement, the conditions prevailing prior to the dispute shall be maintained until the controversy is disposed of as provided herein. In the event either party to the dispute refuses to accept and comply with a decision of the Joint Standing Committee, all aid and support to the firm or employer or member or members of the union

refusing such acceptance and compliance shall be withdrawn by both parties to this agreement and the contract may, by the other party, be declared null and void as affecting such firm or employer or member or members of the union.

Statement of Intent

(If followed in good faith the matter of struck work may be solved by the following clause.)

It is the purpose and intent of the employer to continue cooperative mutual relations with the union. It will be the purpose of the employer to maintain all prior practices in the operation of its composing rooms to the fullest extent permitted by the law, and to provide the maximum possible union security. The employer will not undertake any activity which will in any sense undermine or jeopardize the Union's strength or security or the wellbeing of its members. It is the intent of the employer to limit composing room work to jobs obtained on a normal account basis. It is agreed periodically and on specific request to review procedures and developments in the industry in the light of the above pledge and undertaking. It is understood and agreed moreover that if any provision of the previous contract, excluded from this contract solely because of the restrictions of the law, is determined either by legislative enactment or by the decision of the court of highest recourse to be legal or permissible, then the parties shall immediately enter into discussions with a view to the restoration of such clause.

Alternate Proposal of Struck Work

The party of the first part agrees not to require its employes to perform composition or other work executed or to be further worked on, wholly or in part, by employes working in plants declared unfair by the union.

I.T.U. Laws

It is understood and agreed that the General Laws of the International Typographical Union, in effect January 1, 1948, not in conflict with law or this contract, shall govern relations between the parties on conditions not specifically enumerated herein.

Local Union and Chapel Rules

Nothing contained herein shall be construed to interfere in any way with the creation or operation of any rules not

in conflict with law or this contract by any chapel or by the union for the conduct of its own affairs.

Picket Line

The parties further agree that: No employe covered by this contract shall be required to cross a picket line established because of an authorized strike by any other subordinate union of the International Typographical Union.

Limitation of Liability

It is agreed that the procedures for the settlement of any differences or grievances arising under this contract are exclusive, and in consideration of the mutual undertakings herein contained, it is agreed by and between the parties hereto that the only recourse each may have against the other for any damages alleged to be due for any breach of this contract shall be to the Joint Standing Committee provided herein and that no award for damages shall in any event exceed the sum of $25; provided that such limitation of $25 shall not apply to claims for wages.

Termination Clause

Contracts entered into between local unions and employers during the existence of the temporary injunction may contain the following provision:

In the event the National Labor Relations Board in its final order in Case 9-CB-5 dismisses the charges against the respondents, this contract may be terminated thereafter upon 60 days' written notice to either party.

Book and Job Scale

Section 1. ..... hours shall constitute a day's work; five days shall constitute a week's work.

Section 2. ..... hours shall constitute a night's work; five nights shall constitute a week's work.

Section 3. Day work shall be between 7 A. M. and 6 P. M. Night work shall be between 6 P. M. and 7 A. M.

Section 4. When it is necessary to work regularly designated split shifts, running from day into night hours, or vice versa, said shift shall consist of ..... hours and ..... minutes and shall be paid for at ..... dollars per week above the regular night rate.

Section 5. Foremen shall receive not less than $..... per week for day work and not less than $..... per week for night work.

Section 6. Unless otherwise specified in Section 37 all journeymen shall receive not less than $..... per week for day work and not less than $..... per week for night work.

Section 7. Machinist-operators shall receive not less than $..... per week for day work and not less than $..... per week for night work, based on operating and caring for one machine.

Section 8. A machinist shall be employed where ..... or more machines are in operation. Machinists shall receive not less than $..... per week for day work and not less than $..... per week for night work.

Section 9. The minimum scale for apprentices shall be in proportion to the journeymen's scale for day or night work as follows:

[The minimum scale for apprentices shall not be less than that provided for by federal, state, county or municipal laws. Otherwise such scale shall be in proportion to the journeyman's scale for day and night work. In no instance can such scale be less than forty (40) cents per hour as provided by the Fair Labor Standards Act.]

	First Six Months	Second Six Months
First year	.....%	.....%
Second year	.....%	.....%
Third year	.....%	.....%

	First Six Months	Second Six Months
Fourth year	.....%	.....%
Fifth year	.....%	.....%
Sixth year	.....%	.....%

Daily Newspaper Scale

Section 10. .....hours shall constitute a day's work; five days shall constitute a week's work.

Section 11. .....hours shall constitute a night's work; five nights shall constitute a week's work.

Section 12. Day work shall be between 7 A. M. and 6 P. M. Night work shall be between 6 P. M. and 7 A. M.

Section 13. When it is necessary to work regularly designated split shifts, running from day into night hours, or vice versa, said shift shall consist of ..... hours and ..... minutes and shall be paid for at ..... dollars per week above the regular night rate.

Section 14. Foremen shall receive not less than $..... per week for day work and not less than $..... per week for night work.

Section 15. Unless otherwise specified in Section 37 all journeymen shall receive not less than $..... per week for day work and not less than $..... per week for night work.

Section 16. Machinist-operators shall receive not less than $..... per week for day work and not less than $..... per week for night work based on operating and caring for one machine.

Section 17. A machinist shall be employed where ..... or more machines are in operation. Machinists shall receive not less than $..... per week for day work and not less than $..... per week for night work.

Section 18. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

[The minimum scale for apprentices shall not be less than that provided for by federal, state, county or municipal laws. Otherwise such scale shall be in proportion to the journeyman's scale for day and night work. In no instance can such scale be less than forty (40) cents per hour as provided by the Fair Labor Standards Act.]

	First Six Months	Second Six Months
First year	.....%	.....%
Second year	.....%	.....%
Third year	.....%	.....%

	First Six Months	Second Six Months
Fourth year	.....%	.....%
Fifth year	.....%	.....%
Sixth year	.....%	.....%

Apprentices

Section 19. Apprentices may be employed in the ratio of one to every ..... journeymen regularly employed until ..... apprentices have been employed, then the ratio shall be one to every ..... journeymen. No office will be permittgd more than ..... apprentices.

Section 20. Apprentices shall not be less than sixteen years of age at the time of beginning their apprenticeship. The foreman and chairman shall see that apprentices are

afforded every opportunity to learn the different trade processes by requiring them to work in all classifications of the trade. When apprentices show proficiency in one branch they must be advanced to other classes of work. Arrangements must be made to have apprentices during the final year instructed on any and all typesetting and typecasting devices in use in the office where they are employed.

Section 21. A Joint Apprenticeship Committee composed of an equal number of representatives of the Union and employers shall be selected by the parties to this agreement. All provisions of this agreement affecting apprentices shall be under the jurisdiction of this committee which shall have control of, and be responsible for, the selection of apprentices and shall be vested with full power and authority to enforce all conditions outlined herein. Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his case shall be referred to this committee for examination and action.

Section 22. Apprentices shall be given the same protection as journeymen and shall be governed by the same shop rules, working conditions and hours of labor.

Section 23. No apprentice shall be employed on overtime work in an office unless the number of journeymen working overtime on the same shift equals the ratio prescribed in Section 19. At no time shall any apprentice have charge of a department or class of work.

Section 24. Apprentices shall undergo periodic examinations before the Joint Apprenticeship Committee. Their work must show if they are entitled to the increased wage scale provided in this contract.

Section 25. Chairmen of offices where apprentices are employed are required to make quarterly reports to the Joint Apprenticeship Committee. These reports must show if the agreed conditions are being fulfilled by all parties to this agreement—whether apprentices are being held back or if they are advanced in the different processes of the trade, and where apprentices are negligent or incapable of becoming competent workmen such fact must be set forth in the report.

Section 26. No employer shall be entitled to an apprentice unless he has a plant and equipment sufficient to enable an apprentice to become a finished craftsman at the completion of apprenticeship. The Joint Apprenticeship Committee shall be the judge of an employer's ability to properly qualify for the employment of an apprentice.

MISCELLANEOUS

Section 27. All time worked before or in excess of the regular hours established for the day's or night's work or at the end of a week's work must be paid for at the overtime rate, which shall be not less than double price based on the hourly wage paid.

Section 28. No employes covered by this agreement shall be required or permitted to hold a situation of more than five days or five nights or a combination of days and nights equivalent to five in one financial week. When any employe is required to work on regular off day or off night, or the sixth or seventh shift in any financial week, he shall be paid overtime for such work.

Section 29. A lunch period of at least thirty minutes and not more than one hour shall be allowed for each shift, such time not to be included in the number of hours specified for a day's or night's work.

Section 30. Holidays. All work performed by day shifts on Sundays or holidays or by night shifts prior to holidays shall be paid for at double price. The recognized holidays are: .....

.....

.....

.....

.....

or days celebrated as such. This section shall be construed as applying to only one regular night shift on daily newspapers beginning on or extending into the morning of a holiday. All situation holders and apprentices scheduled to work on above-named holidays shall receive straight-time pay when not required to report.

Section 31. In no case shall an employe receive pay for less than a full shift except when discharged for cause or is excused at his own request.

Section 32. Employes called back after having left the office shall be paid $..... for such callback and overtime rates for all time worked.

Section 33. The interchanging, exchanging, borrowing, lending or buying of matter, either in the form of type or matrices, between newspapers, between job offices, or between newspaper and job offices, or vice versa, not owned by the same individual, firm or corporation, and published in the same establishment, shall not be allowed unless such type or matrices are reset as nearly like the original as

possible, made up, read and corrected and a proof submitted to the chairman of the office Transfer of matter between a newspaper office and a job office, or a job office and a newspaper office, where conducted as separate institutions and from separate composing rooms, owned by the same individual, firm or corporation, is not permissible unless such matter is reset as nearly like the original as possible, made up, read and corrected and a proof submitted to the chairman of the office Provided, That where an interchange of matter from an English publication to a foreign language publication, or vice versa, is desired, under the provisions of this section, such exchange shall be regulated by agreement between the employer and the local unions interested. The time limit within which borrowed or purchased matter, or matrices, are to be reset shall be ..... days from date of use. If matter is not reproduced within time limit specified, it shall be reproduced as soon as help is available.

This section shall not apply to original commercial composition purchased from commercial trade composition plants or other composing rooms when such composition is an integral part of production of a particular commercial job.

Matrices, plates, cuts, or type of local advertisements, or other local matter, furnished to newpaper offices, may be used by such offices, provided such matter shall be reproduced as nearly like the original as possible within the time limit specified herein. It is understood this rule does not apply to national advertising, printed supplements, magazines, syndicate or other feature matter in matrices, cuts or plates, in page size or smaller.

A local advertisement is: Any advertisement originally set within the jurisdiction of party of the second part; any advertisement, wherever set, advertising the business of any concern that is in the local field. The addition of names and addresses of local selling agents to national advertisements does not make them local advertisements.

Section 34. The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules, which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employes. A discharged employe shall have the right to challenge the fairness of any reason given for his discharge.

Section 35. When it becomes necessary to decrease the

force such decrease shall be accomplished by discharging first the person or persons last employed either as regular employes or as extra employes, as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cause shall be reinstated in reverse order in which they were discharged before other help may be employed. Upon demand, the foreman shall give the reason for discharge in writing. Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen. Demand for written reason for discharge shall be made within seventy-two hours after member is informed of discharge.

Section 36. Any employe who has been discharged and believes the discharge unjustified shall have the right to appeal to the chapel. Either party may appeal from the decision of the chapel to the local union.

(a) From the decision of the local union appeal may be made by either party to the Executive Council of the International Union and a convention as provided by I. T. U. law.

(b) From the decision of the local union appeal may be made by either party to the local joint standing committee, the decision of which shall be final and binding.

Section 38. Employes who have held situations during the twelve months ....., shall be entitled to two weeks vacation with pay. Substitutes who have worked as extras for the office shall be entitled to one day's vacation for each .....days worked. Anyone leaving his place of employment voluntarily or otherwise shall be entitled to and receive his vacation credit on pro rata basis.

Section 39. Employes may claim new shifts, new starting times, new slide days and have choice of vacation schedule in accordance with their priority standing.

Section 40. Employes who have held situations during the twelve months ending ....., shall be entitled to..... weeks' sick leave with pay at established rates. Those who have held situations during the past.....years shall be entitled to.....weeks' sick leave with pay at established rates. Substitutes who have worked as extras for the office shall be entitled to one day's sick benefits for each .....days worked.

Section 41. In event of consolidation or suspension all

employees affected shall receive severance pay of not less than two weeks pay at the regular rate for each year's priority up to .....weeks.

Section 42. Employes discharged to reduce the force shall receive two weeks' pay for each year of continuous priority up to.....weeks.

Section 43. The party of the first part agrees to provide hospitalization for all employees covered by this contract through reputable hospitalization plan.

In witness whereof, We have hereunto set our hands and seals this.....day of.....

.....

.....

.....

.....

Insofar as the undersigned is able to ascertain, the above is approved as complying with the decree of Federal Judge Swygert dated March 27, 1948.

GENERAL COUNSEL'S EXHIBIT 86

Telegram to Laurence H. Victory, President
New York Typographical Union No. 6

The message from Mr. Randolph, who is in Indianapolis, said:

> "The proposal of the newspaper publishers of New York for a contract reached us late Friday. Partial examination indicates it cannot be approved as complying with ITU laws and collective bargaining policy. Therefore Section 2, Article 3, ITU General Laws, must be complied with and you are advised not to submit proposal to union for action until further negotiations have resulted in a contract proposal which can be so approved."

The telegram was signed "by order of executive council, Woodruff Randolph, president."

Copied from New York Times of Saturday, April 17, 1948.

GENERAL COUNSEL'S EXHIBIT 87

Telegram to Woodruff Randolph, President

International Typographical Union—Indianapolis, Ind.

"Imperative you advise immediately by wire or phone which provision of law or bargaining policy is not complied with so local committee can attempt compliance before Sunday's membership meeting. Otherwise great confusion certainly will develop at union meeting with probable request from floor for a vote on wage scales."

Signers of the reply, in addition to Mr. Victory, included all the other officers of the local union, its full executive committee and the wage scale negotiating committee.

Copied from New York Times of Saturday, April 17, 1948.

GENERAL COUNSEL'S EXHIBIT 88

Telegram dated April 17, 1948, sent by Woodruff Randolph, President of International Typographical Union, to Laurence Victory, President of New York Typographical Union No. 6:

"You know that section 2, article 3, International Typographical Union general laws must be complied with. Any confusion resulting from your seeming rush to transmit a newspaper contract to the local union is self-created. Executive council must pass on proposed contract and will advise you fully in writing so changes can be made and approval secured before submission to local union.

"Much consideration given to the proposal on Saturday but caution necessary to protect interests as fully as possible under injunction and Taft-Hartley law. There has been much deviation from proposal vice-president Brown (Elmer Brown, second national I.T.U. vice-president) helped you prepare for presentation to publishers. Will write fully soon as possible.

"By order of executive council.

"Woodruff Randolph, President."

Copied from New York Herald Tribune of Sunday, April 18, 1948.

GENERAL COUNSEL'S EXHIBIT 90-A

(Letterhead)

Law Offices

Van Arkel and Kaiser
1830 Jefferson Place, N. W., Washington 6, D. C.

April 22, 1948

Mr. David P. Findling
National Labor Relations Board
815 Connecticut Avenue, N. W.
Washington, D. C.

Dear Mr. Findling:

I enclose herewith two copies of the letter of April 19 from the Executive Council to Mr. Laurence H. Victory, President, New York Typographical Union No. 6, concerning the New York agreement, which you requested.

Very truly yours,

Gerhard Van Arkel
Gerhard P. Van Arkel.

GPV:RB
Encls.

GENERAL COUNSEL'S EXHIBIT 90-B

(Copy)

April 19, 1943

Air Mail—Special Delivery
Mr. Laurence H. Victory, President
New York Typographical Union No. 6
853 Broadway, 9th Floor
New York 3, N. Y.

Dear Mr. Victory:

The proposal of the New York Publishers Association has been carefully examined by members of the Executive Council, and it is our opinion that the following alterations must be made in order to afford members the maximum protection obtainable under present circumstances.

The following clause should be inserted after the first section on page one:

> "Party of the first part hereby recognizes the party of the second part as the exclusive bargaining representative of all employes covered by this agreement. The words 'employe' and 'employes' when used in this contract apply to journeymen and apprentices."

The word "only" should be inserted after the word "employment" in line one, paragraph one, "Considerations." With this alteration it will probably be necessary to note the exceptions as provided in Sections 56 and 81. The paragraph will then read:

> "The Publishers agree to employ or continue in employment only journeymen and apprentices in the composing rooms of the Publishers in accordance with the terms of this agreement except as provided in Sections 56 and 81."

The second paragraph under the caption "Laws" on page three should read:

> "Nothing contained herein shall be construed to interfere in any way with the creation or operation of any rules not in conflict with federal or state law or this contract, by any chapel or by the Union, for the conduct of its own affairs."

In view of technological changes which may drastically affect the union's jurisdiction in the future it is imperative that we protect our job opportunities to the fullest extent possible by insisting that all contracts contain a clause along the following lines:

"In the event of the introduction of any process, machinery, or equipment affecting composing room work as herein defined not in use at the date this contract is effective, or any such process, machinery or equipment used as an evolution of or substitute for current processes, machinery or equipment, all questions concerned with the method of operation and the complement of men required shall be determined by the Joint Supervisory Commission. This Commission shall have the power to investigate, hear evidence and decide the method of operation and complement of men for any above-mentioned processes or machinery or equipment. It is mutually agreed that in submitting this question to a fifth man he shall be governed by the agreement of the parties that none but journeymen, as defined in this contract, shall be permitted to work on any such processes, machinery or equipment except as provided elsewhere in this agreement for the training of apprentices."

Attention is called to a new section headed "Machinist Apprentices," where in it is provided that the ratio of machinist apprentices and plans and regulations governing their technical training may finally be left to the determination of an arbitration board. This dangerous provision should be eliminated.

In order to retain as much control over apprentices as is possible Section 78 should be rewritten as follows:

"An apprentice who has completed his term of apprenticeship and has received a certificate of competency duly attested by the Joint Apprenticeship Committee shall be placed at the bottom of the priority list in the office in which he or she is working."

With respect to Section 84, "Employment, Discharge, Priority," attention is called to two highly dangerous, impracticable and inequitable provisions.

The provision "Journeymen with experience in other composing rooms in Greater New York" would open up newspaper composing rooms to all those who have worked in Greater New York, union or nonunion, giving such applicants preference over members from outside New York. This provision must be eliminated.

The fourth rule to be followed by foremen when hiring new employes gives the union no voice in selecting examiners or power to establish standards. Perhaps it has been

assumed that the Board of Education will name "qualified and impartial" examiners who are members of the union but we cannot stake the future welfare of the organization on an assumption that a group of persons who have no technical knowledge of the printing industry or interest in the Typographical Union will act to protect our interests.

There is nothing in any law which compels the union to waive all rights in determining the standards which must be met by those who seek employment on work over which the union exercises jurisdiction.

Even the biased and highly querulous NLRB attorneys have found nothing illegal in a joint arrangement for testing the competency of new applicants for employment.

The fourth rule should be re-drafted as follows:

> "Journeymen concerning whose competency the foreman has no reason to doubt or journeymen who have registered for employment after having their competency tested and certified by the Joint Examining Board under procedures established by the School for Printers' Apprentices of New York City. Foremen may not exclude as candidates for employment any individuals who establish competency."

In view the fact that certain matters are to be referred to a Joint Supervisory Commission the parenthetical clause in the second paragraph of Section 85 should be altered to read:

> "(except as provided otherwise herein)"

In order to afford a means of enforcing the agreement without resort to the NLRB or the courts the following should be added to Section 85:

> "In the event either party to the dispute refuses to accept and comply with a decision of the Joint Standing Committee, all aid and support to the firm or employer or member or members of the union refusing such acceptance and compliance shall be withdrawn by both parties to this agreement and the contract may, by the other party, be declared null and void as affecting such firm or employer or member or members of the union."

The jurisdictional clause is inadequate in view of the large amount of varityper equipment the New York publishers have installed. It is unlikely they will dispose of this equipment, and it will remain a threat to employment of union members unless the union holds jurisdiction over

these machines. Therefore, the second paragraph of the clause should be altered as follows:

"This jurisdiction is defined as including all composing room work in newspaper composing rooms covered by this contract and includes hand compositors, typesetting machine operators, makeup men, bank men, proofreaders, machinists for typesetting machines, operators and machinists on all mechanical devices which cast or compose type or slugs, operators for perforating tape for use in composing or producing type, operators of photo typesetting machines, and operators of machines such as varitypers, the products of which is used in printing, and no employer shall make any other contract covering such work."

The first clause in the third paragraph should read:

"Such work in the composing room shall be performed only by apprentices and journeymen except as hereinafter provided in Sections 56 and 81; * * * *"

In view of the restrictions placed upon unions by the Taft-Hartley law, all contracts should contain the following clause:

"The parties further agree that: No employe covered by this contract shall be required to cross a picket line established because of an authorized strike by any other subordinate union of the International Typographical Union."

There are some statements in the "Mutual Guarantees" clause to which it would be unwise for the union to subscribe, inasmuch as to do so is admitting that certain matters are illegal. For this reason, the excluded or amended sections should not be appended to the contract.

The "Declaration of Intent" should be made a part of the contract. Therefore, the "Mutual Guarantees" and "Declaration of Intent" have been revised and combined into one section as follows:

"Mutual Guarantees"

"It is the purpose and intent of the Publishers Association of New York City and its individual members to continue the cooperative and mutual relations with the union which have existed since 1907.

"Because of the enactment of the LMRA of 1947, this contract differs from its immediate predecessor and from contracts between these parties over a period of many years. It is therefore understood and agreed

that if any provision of the preceding contract affecting the closed shop or struck work as modified from the preceding contract or excluded from this contract may legally be adopted because of either a legislative enactment or by a decision of the court of highest recourse, then such provision automatically shall become a part of this contract, to the extent permitted, and be in force and effect as though it had been originally a part hereof.

"To the best knowledge and belief of the parties this contract now contains no provision which is contrary to the federal or state law or regulation. Should, however, any provision of this agreement, at any time during its life, be held by a court of competent jurisdiction to be in conflict with federal or state law or regulation, then such provision shall continue in effect only to the extent permitted. In event of any provision of this agreement thus being held inoperative, the remaining provisions of the agreement shall, nevertheless, remain in full force and effect.

"The Publishers have assured the Union—and herewith reiterate—that:

"1. They have no intention to use any law as an instrument to destroy the Union or to jeopardize the Union's security.

"2. They have no desire or intent to disturb a mutually beneficial composing room relationship.

"3. They have no disposition or intent to change the historical practice of employing as foremen members of the union.

"4. They have every desire and intention to protect the priority right which have accrued to members of the Union through length of employment.

"5. Insofar as possible without violation or circumvention of the law, they have every determination not to provoke disputes with respect to Union jurisdiction, Union security, and the Union's position on the handling of struck work.

"6. It is the intent of the Publishers to cooperate fully with the Union in bringing about contractually the maximum of Union security now available—or which may later be made available to the Union under the law."

Wherever the word "should" has been used in reference to any change suggested it is not used in a permissive sense as to the subject covered. The words we have used will be

approved. Any deviation therefrom must be approved by the Executive Council before being submitted to the union.

Only the necessary changes have been covered and the approval of the Executive Council of the ITU covers only such points as are necessary to bring the proposal of the employers within the terms of the injunction and ITU collective bargaining policy as affected thereby. ITU laws not affected by the injunction are insisted upon.

The picket line provision is necessary to comply with Section 4, Article XIX, ITU By-Laws in the event either the printers or mailers are on strike.

Proper jurisdiction must be secured by contract. If not, the Taft-Hartley Law permits the employer to do as he pleases and to inject varityper or other substitutes at will to be worked on by nonunion people or other unions. See Section 1, Article VII, ITU By-Laws.

New devises substituting for our work must be adequately covered or we can be destroyed.

It is permissible to add a 60-day cancellation clause to the "Mutual Guarantee" section so that if any part of the agreement is declared inoperative the rest of it will not continue as stated therein.

A limited liability clause may also be legally added without interference by the injunction.

Fraternally,
Woodruff Randolph, President
Larry Taylor, First Vice-President
Elmer Brown, Second Vice-President
Don Hurd, Secretary-Treasurer

2:v
4-20-48 mc ec hm

GENERAL COUNSEL'S EXHIBIT 91

(Copy)

Western Union

1948 Apr. 21 PM 3:35

New York NY 21 322 P
William Mapel, Vice Chmn. Publishers Assn. of NYC, 1475 Broadway

The following telegram was sent today Woodruff Randolph, President International Typographical Union Meridian at Twenty-Eighth Indianapolis, Indiana.

After joint session today with representatives of publishers association, officers and newspaper scale committee of Number Six are convinced further negotiations locally would be futile. Report and letter asking ITU assistance will follow.

Laurence H. Victory, President
New York Typographical Union No. 6

GENERAL COUNSEL'S EXHIBIT 92

Old Contract
Scale of Prices
Newspaper Branch

New York Typographical Union No. 6
853 Broadway GRamercy 7-0550

April 1, 1947 to March 31, 1948

Contract
between
Publishers' Association of New York City
Acting on Behalf of Each of the
Publishers Named Below and
Typographical Union Number Six

[Original Exhibit 92, being in three columns, has been set single columns, this section column 1.]

1 Contract and Scale of Prices made and entered into by and between the Publishers' Association of New York City as agent of the following individual Publishers, signatory hereto: New York Times, New York Herald Tribune, New York Journal-American, Mirror, Journal of Commerce, News, New York Post, The Sun, New York World-Telegram, Wall Street Journal, Long Island Star-Journal, Long Island Daily Press, Brooklyn Citizen, Brooklyn Eagle, The Home News, hereinafter called the Publishers, and New York Typographical Union No. 6, hereinafter called the Union.

Considerations.

2 The Publishers agree to employ or continue in employment only members of the Union in good standing to perform journeymen's work in the composing rooms of the Publishers.

The Union agrees to furnish as many competent skilled workmen as may be required by each office for the operation of its composing room, such help to be furnished by the Union at the scale of wages and under the conditions set forth in this contract.

Duration of Contract

3 This Contract and Scale of Prices shall be in effect with the day shift on April 1, 1947, for a term to and including March 31, 1948, and its terms and provisions may be altered or amended during that period only by mutual consent of the Publishers and the Union.

Sixty days prior to the expiration of this contract either party hereto may give to the other party notice of desire to change the terms thereof. Negotiations shall be immediately entered into and proceed with all due diligence. If an agreement has not been reached by the date upon which the contract expires, conditions prevailing prior to the expiration of this contract shall be maintained until an agreement is reached or other action is authorized by the I. T. U. or the Publishers' Association of New York City.

Laws

4 Both parties agree that their respective rights and obligations under this contract will have been accorded by the performance and fulfillment of the terms and conditions thereof and that the complete obligation of each to the other is expressed herein. It is understood and agreed that the General Laws of the International Typographical Union in effect January 1, 1947, not in conflict with this contract shall govern relations between the parties on conditions not specifically enumerated herein.

Precedents

5 No precedents or previous conditions, rules or agreements shall be recognized in any way or affect or modify the terms of this contract.

No Deviation

6 No deviation from the terms of this contract shall be allowed by any party hereto unless by joint agreement between the contracting parties. And it is further provided that when any deviation from this contract by a signatory Publisher is called to the Union's attention by the Publishers' Association of New York City in writing and same is not corrected within 30 days after notice, then any member of the Publishers' Association shall be entitled to put into effect the same conditions.

Definition of Newspaper Work

7 Under this heading is included all work coming within the scope of Typographical Union No. 6 for publications of any description classified as dailies. It also includes all work done by members of the Union in a composing room that is operated, owned and controlled by the same individual, firm or corporation that owns and controls the composing room for the production of its daily or its own addi-

tional publications that are germane to or are recognized as sections of the regular daily publication. All other work which is not germane to and not supplemental to or a part of the regular daily publication is job work. Work which is owned and controlled by the owner of the composing room is newspaper work.

Wage Scale and Hours

(For journeymen, including all machine tenders)

8 Day Shift—$2.483 per hour; $18.00 for a shift of 7¼ hours; $90.00 for a week of five days.

Night Shift—$2.621 per hour; $19.00 for a shift of 7¼ hours; $95.00 for a week of five nights.

Third Shift—$2.857 per hour; $20.00 for a shift of 7 hours; $100.00 for a week of five shifts.

Seven and one-quarter continuous hours (exclusive of 30 minutes for lunch) between the hours of 7 a. m. and 6 p. m. shall constitute a day shift.

Seven and one-quarter continuous hours (exclusive of 30 minutes for lunch) between the hours of 4 p. m. and 4 a. m. shall constitute a night shift. Provided: on Saturday night shifts may begin at 2 p. m. or any time thereafter up to 7 p. m.

Seven continuous hours (exclusive of 30 minutes for lunch) between the hours of 10 p. m. and 10 a. m. shall constitute a third (lobster) shift.

Members employed on day shifts when called to work at or before 5 a. m. $2 extra shall be charged in addition to the overtime; and when called to work before 7 a. m. $1 extra shall be charged in addition to the overtime. On evening newspapers publishing six days, Sunday work shall be double price.

Day Work, Day Rates—Night Work, Night Rates

9 Members of the Union employed at day work for morning newspapers shall receive day rates (subject to third shift provisions). Members employed at night for evening newspapers shall receive night rates (subject to third shift provisions).

Full Day's Pay

10 In no case shall less than a day's pay be paid to any member of the Union.

All Time Work—No Stints

11 All work shall be time work, and no stints shall be allowed; no office rules shall be established to the contrary.

Starting Time

12 The time each situation holder starts work shall be designated by the office and shall be the same each day during the week except Saturday.

Members whose regular starting time differs on Saturday from other days during the week shall receive $1.00 additional for such a start. Provided where a member at his own request is allowed to start at a different hour on Saturday the $1.00 additional may not be required.

Assistant foreman on each shift when serving as foreman on days or nights when regular shift foreman is off may be required to start work at the time scheduled for the regular shift foreman, and shall be governed in all conditions provided in this contract for foremen while acting as such shift foreman.

12-Hour Interim

13 On morning and evening newspapers 12 hours must intervene between the time of quitting and starting work, but no members of the Union shall be allowed to work more than 12 hours in any 24. This shall not apply on Saturday or Election day to evening newspapers publishing Sunday editions or to unusual emergencies.

Lunch Time

14 Chapels and foremen shall provide for the time to go to lunch, but the foreman shall not send an employee to lunch until he has worked at least three hours, nor shall the foreman keep an employee more than four hours from starting time before allowing lunch, except in cases of emergency. A second lunch time shall be allowed when more than one hour overtime is required.

Members called to work on Saturday at 3 p. m. shall if sent to lunch at or before 6:30 p. m. be entitled to a second lunch time.

Evening Newspapers, Sunday Morning Editions

15 Members of the Union employed on evening newspapers publishing Sunday editions, except as hereinafter provided for, shall receive not less than $2.483 per hour—$18.00 per day. Seven and one-quarter continuous hours

(exclusive of 30 minutes for lunch) shall constitute a day's work, the hours to be between 7 a. m. and 6 p. m. The rate for Saturday night shall be not less than $19.00 per night of six and one-quarter continuous hours (exclusive of 30 minutes for lunch), the hours to be between 2 p. m. and 3? a. m. All members working Saturday and Saturday night shall receive $3.00 extra. Overtime on Saturday night shall be not less than $4.56 per hour. Extras working on Saturday night only may begin work at 2 p. m. or any time thereafter until and including 7 p. m. Extras to receive $1.75 per day or night in addition to the above scale. (This does not apply to extras working a doubleheader.) When holidays occur on Saturday and the paper is not published, the rate for Saturday night shall be $22.00. Members called to work on Sunday between 8 a. m. and 4 p. m. shall be paid double price, but in no case shall a member receive less than a day's pay. When called at or before 5 a. m., $2.00 extra shall be charged in addition to the overtime, and when called before 7 a. m., $1.00 extra shall be charged in addition to the overtime.

Payment of Wages

16 Payment of wages shall be made weekly in cash of convenient denominations not later than 48 hours after the close of the composing room fiscal week. Provided, such payment may be made by check under the State law if a majority referendum vote of a chapel approves.

Pay Day of Slid Members

17 When any slide day of members falls on pay day the slid member shall be paid on the preceding or following day during the same hours as the regular pay day.

Overtime

18 Overtime, which shall apply to work done before as well as after the hours specified, shall be paid for at the rate of time and one-half based on the salary received during the specified hours for time worked unless otherwise provided for. The first period of overtime shall be a minimum of 15 minutes. Thereafter overtime shall be computed on actual time worked.

When overtime is required by the office, and the needs of the office have not been filled, it shall be the duty of the chairman, upon demand by the foreman, to provide employees from the current shift in the particular classifications to work such required overtime.

Should the Union charge that an employee is being required to work overtime unnecessarily, this shall be considered a grievance to be adjusted in accordance with the provisions of this contract.

It is mutually understood that overtime is not to be required solely as a means of avoiding the employment of extras.

When an employee is required by the foreman to work on a regular off-day or off-night or a sixth-shift in a financial week he shall be paid overtime for such work.

Distribution of Overtime

19 All overtime to be distributed by the foreman equally as far as practicable. In the event of a charge that a foreman is showing discrimination in this connection, this will be considered a grievance and it will be the duty of the chairman to immediately take same up with the foreman, and on failing to get a satisfactory adjustment with him, shall report the matter to the officers of the Union who shall take the matter up with the management.

Taking Overtime Off

20 Members working in excess of the unit of hours established as a regular shift must receive the overtime rate for all such excess time. The overtime rate shall not be less than one and one-half times the regular rate, based upon the hourly wage paid: Provided, in case of foremen performing executive or clerical work exclusively and in extreme emergencies, such as fire, flood or disaster, overtime may be waived.

Overtime Prohibited Before or on Slide Day

21 On morning and evening newspapers no member of the Union shall be compelled to work overtime at the end of the night or day preceding his slide day, nor at the beginning of the night or day following his slide day. This shall not apply on Saturdays to the day or night shift or in emergencies.

Holidays

22 The following holidays (or days celebrated as such) shall be observed: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.

Holidays for morning papers, or afternoon papers published on these holidays, shall be from midnight to midnight of the day legally celebrated as such and shall apply to all shifts starting within the holiday hours.

Holidays for newspapers, not publishing on the holiday, shall extend for 24 hours from the beginning of the night shift on the night before the holiday.

Situation holders required to work on holidays shall receive not less than double time for the regular shift worked and thereafter time and one-half at the holiday rate. Situation holders who are not required to work on a holiday which falls on a day when they normally would have been scheduled to work shall receive a single shift's pay at straight-time rates. When a holiday falls on a member's normal day off, he shall be given an additional day off (with pay), in his fiscal week, except that in emergencies due to a shortage of men, the extra slide day may be designated in the following week. There shall be no duplication of holiday payments on the same working shift.

Vacations

23 The following provisions shall govern the granting of vacations with pay during each current calendar year of the term of this agreement:

(a) Employees who have held situations during an entire calendar year shall be entitled to three weeks' vacation with pay during the succeeding calendar year, provided they are employees of the office at the time of taking their vacations.

(b) Employees who have held situations for part of a calendar year shall be entitled during the following calendar year to one day's vacation with pay for each 17 days worked as a regular situation holder, provided they are employees of the office at the time of taking their vacation. In figuring the number of vacation days, if there is a remainder constituting a major fraction of a 17-day unit, one additional vacation day shall be given, and if the remainder constitutes less than a major fraction it shall be cancelled. In no case shall an employee receive more than fifteen days' paid vacation in a calendar year.

(c) An employee who goes on a leave which permits him to maintain his priority in the office, or whose priority is maintained during necessary absence as permitted in Section 31, shall be granted, upon application to the office, the

vacation due for service in the previous year, provided arrangements are made for taking the required time off. An employee who is inducted into the Armed Forces of the United States, or who retires on pension, or who is admitted as a resident of the Union Printers Home, shall be granted, upon application to the office, the vacation due up to the date of leave. It is understood and agreed that cash payments in lieu of actual vacations will be made only to employees on leave as provided herein whose priority standing in the office remains intact during their temporary or necessary absence and to employees going on pension.

(d) Vacations shall not be earned by employees while they are engaged as substitutes by other members, and, in consideration of the additional rate of pay for extras provided elsewhere herein, employees shall not earn vacations while engaged by the office as extras.

(e) No employee allowed a vacation under this section shall put on a substitute for any part of his paid vacation period, nor shall the Publisher be required to replace employees on vacation.

(f) The vacation schedule shall be arranged at the convenience of the office. The days of the vacation period shall be consecutive.

(g) Vacations with pay are to be taken in addition to any time taken off by employees on account of accumulated overtime or for any other reason.

(h) for the year 1947 only, the office may elect to pay in cash the equivalent of the third week of vacation.

Suspension or Merger Pay

24 In the event of merger, consolidation, or permanent suspension by any newspaper covered by this agreement all regular situation holders with one year or more of service as regular situation holders who by virtue of the merger, consolidation, or permanent suspension are deprived of regular situations shall receive the cash equivalent of two weeks' (10 shifts) pay at their current rate.

Employment of Regulars

25 The selection by foremen of their forces from day to day, or not having any regular situation in an office, is prohibited. Foremen must give out such minimum number of situations as are needed to meet office requirements. Employment other than a regular situation shall be classed as extra work.

Number of Regular Situations

26 Five days of 7¼ hours each (exclusive of 30 minutes for lunch) shall constitute a day situation; five nights of 7¼ hours each (exclusive of 30 minutes for lunch) shall constitute a night situation; five shifts of 7 hours each (exclusive of 30 minutes for lunch) shall constitute a lobster shift situation and no fewer days shall constitute a situation.

Each office shall be permitted to operate its composing room six or seven days or nights per week and as many shifts as may be desired to meet requirements under conditions as set forth in this contract. The particular days or nights constituting a situation shall be designated by the foreman and in so far as practicable the five shifts constituting a situation shall be consecutive. Such number of situations shall be created as are necessary to meet office requirements, thereby reducing to a minimum the employment of extras.

Trading of slide days by members or temporary arrangements between members and the foreman for changes in slide days for the purpose of enabling situation holders to avoid giving out work to substitutes is forbidden. Provided, members transferred from shift to shift may change slide days for one week to permit situation holders to work five shifts in that financial week.

Lay-Off of Regulars

27 In reducing force regular situation holders shall not be laid off until the end of the regular composing room fiscal week. Notice of such lay-off shall be given either to the member, chairman or acting chairman at least 24 hours before the close of such week; provided, the office shall not be required to give such previous notice when absent members are returning to their situations.

Priority Preference

28 When new situations are created, when new shifts are instituted, or when starting times or slide days are to be changed the foreman must give first consideration to members with superior priority in the same classification and in the same composing room. If such consideration does not result to the satisfaction of a claimant holding superior priority, upon application by the Union the matter shall be referred to the Grievance Committee. When a member with superior priority is given a new situation, shift, start

ing time, or slide day, the vacancy thereby occasioned may be claimed by members in the same classification with superior priority, but once such vacancy is filled there shall be no further claim or moves.

Departments—Transfers

29 No departments shall be recognized except by agreement between the office and the chapel, but in no case shall a foreman transfer a person to a department he is not familiar with and then declare him incompetent.

To meet office necessities any member may be transferred from the classification for which he has been hired, but such transfer shall not be for more than one-half of his time, except to meet bona fide emergencies. Provided, in one department offices where situations, when created, are consistently given out on a strict priority basis regardless of classification, and where extras, when engaged, are consistently engaged regardless of classification (in compliance with extra work contract provisions) there shall be no restrictions on transfers.

When departments are not recognized by agreement with the local Union, no employee shall be discharged to reduce the force or for incompetency while there is work in the office he is competent to do and to which his priority entitles him. Provided, that any member demanding transfer to another department under this section shall be required to designate the class of work which he is competent to do, and having demanded and accepted such transfer he shall not be exempt from discharge for incompetency in the department in which he has declared his competency.

Transfers Between Shifts

30 Regulars may be transferred by mutual consent from shift to shift wherever the exigencies may require it. If such transfers cannot be arranged by mutual consent then the men must be transferred according to their priority standing in the office.

Regulars transferred from one shift to another for the convenience of the office must be returned to their original shift, if they so desire, before other situations, doing the same class of work, are added to that shift. A regular desiring to be transferred back to his original shift shall at the time of initial transfer signify his desire to the foreman in writing (with copy to chapel chairman) and can ex-

ercise his right only at the time the first situations on said original shift are added following his transfer. Such retransfer shall be made at the beginning of the next financial week. Provided, a regular transferred to another shift because of the peculiarity of the work involved can be retransferred only with the consent of the foreman, but if a request for a retransfer is refused and the regular feels he is entitled to such retransfer under the provisions of this section, and so contends, his request shall be handled as a grievance.

Chairman shall remain on or be transferred to largest shift on request.

The provisions of this section are not retroactive and apply only to regulars involuntarily transferred under the terms of this section.

Priority During Necessary Absence

31 (a) Any member engaged to serve the International Typographical Union, a subordinate union or to perform work in the interest of the organized labor movement shall not be deprived of his priority standing while so employed. A member so engaged shall employ while absent the priority substitute competent to perform the work and upon reporting for duty full priority right shall be restored.

(b) Available priority substitute must be placed on all situations after situation holder has been absent from his situation for a period of thirty calendar days. Provided, should a substitute with greater priority become available, such substitute shall be placed on said situation.

(c) Any member incapacitated by illness shall not lose his priority in the office in which he is employed.

(d) In cases where members are admitted as residents of the Union Printers' Home, or who enlist in or are called for active service in the regular army or navy in time of war, or enlist for active service in the army or navy of any country that may be allied with the United States in a war for a common cause, or members of the National Guard or Canadian Militia who may be ordered to war, or any member whose civilian services may be requisitioned by the War or Navy Departments, or those who may actively engage in war work for the American Red Cross, Red Cross Societies of the Allies, Knights of Columbus, the Salvation Army, Young Men's Christian Association, Army Specialist Corps, or any recognized organization of a similar char-

acter, their situations and/or priority standing shall be protected and upon reporting for duty the situations and/or priority standing formerly held by these members shall be restored to them; provided that, in the case of situation holders, their situations shall be given to them only at the beginning of the regular composing room fiscal week.

(e) No regular shall be entitled to absent himself for a continuous period of more than 90 days without the written consent of the foreman and on the 91st day of such continuous absence without the written consent of the foreman, the situation shall be declared vacant. Returning to work on the 91st day and working for a period of more than 15 regular working days in each calendar month of the three consecutive months immediately following his absence, shall relieve the member from the imposition of the penalty for extended absence.

(f) A situation holder or substitute having established priority standing may engage in pursuits other than composing room work for a period not to exceed 90 days in any twelve months' period without loss of situation or priority; provided, members exercising this privilege shall employ the priority substitute competent to perform the work.

(g) Any regular signifying his intention to return to work after 91 days' continuous absence which does not forfeit his situation under the provision of this section shall be restored only at the beginning of the next composing room fiscal week.

Hiring of Extras

32 Extras may be put on in machine offices either day or night and may be put on at one hiring or separate daily hirings for not to exceed three days or nights in any one week, if others are available. When, in accordance with the above, an extra is hired for more than one day or night, he must, if he fails to work for the period for which he is hired, supply a substitute. In giving out extra work, situation holders discharged to reduce the force, who have established in the office their competency to perform the work in question, must be re-employed in order of priority standing.

Rate of Pay for Extras

33 Extras shall receive for each shift $1.75 in addition to the regular scale.

Employment of Substitutes

34 Foreman shall not select or designate a substitute. The regular or substitute shall be the person to select his own substitute, and shall in no way be responsible for the work performed by the same, but no foreman shall be compelled to accept a substitute who is incompetent or otherwise incapacitated, and if the regular's or substitute's selection should fail to appear on time or should be incapacitated, the foreman shall direct the chairman to select or designate another substitute. A substitute selected according to the foregoing provisions shall receive a regular day's pay.

Right of Regular and Substitute

35 Foremen shall not designate any particular day, nor how many days, a regular or his substitute shall work in any one week. No substitute shall be barred from work in an office for failure to show up when not under engagement.

"Sub" and Extra Not Allowed

36 No "Sub" shall be allowed to fill a situation and work as extra on morning or evening newspapers on the same day.

Transferred to Book and Job Work

37 Members of the Union employed on daily publications transferred to work coming under the "Scale of Prices for Book and Job Work," shall be paid the highest prevailing scale of wages for the shift on which the work is performed. In no case shall members of the Union employed on daily publications transferred to book and job work be required to work more hours than are called for by the "Scale of Prices for Newspapers," unless they be paid scale on overtime for the highest price work performed.

Newspaper Scale in Job Office

38 On advertisements or other matter set for daily newspapers in job offices the difference between the job and newspaper scale must be paid.

Reproduction of Matter Set in Job Office

39 The practice of interchanging, exchanging, borrowing, lending or buying of matter, either in form of type or matrices between newspapers or job offices not owned by

the same individual, firm, or corporation, and published in the same establishment, is unlawful and shall not be allowed; provided, that the reproduction as nearly like the original as possible of such type, matrices, or plates in type within four working days of publication shall be deemed a compliance with this law.

Reproduction of Advertising

40 All type matter in local advertisements, when matrices, cuts, type matter or plates are furnished the office instead of copy, shall be reset as nearly like the original as possible within four working days of publication. A local advertisement is construed to be:

(a) The advertisement of any concern, firm or corporation distinctly a New York concern, where such advertising is not identical with and a part of a general advertising campaign.

(b) The advertising of any New York retail concern, firm or corporation (except a factory branch store) selling more than one sort of merchandise direct to the consumer. All advertising not answering this description shall be deemed out-of-town advertising and need not be reset.

(c) Type-matter in local advertisements as determined above when reproduced by the photoengravers processes must be reset. Provided, it shall not be necessary to reset hand lettered portions of such advertisements, or rotogravure advertisements.

(d) Financial offerings of securities advertising other than local issues shall not be reset.

Pick-Ups

41 The office is entitled to all "pick-ups" of any character whatsoever. Matter once paid for shall always remain the property of the office. "Kill" marks shall not deprive the office of "pick-ups."

Transfer of Matter

42 Offices publishing morning and evening papers have the right to use advertisements and reading matter set up for the morning paper in the evening paper, and vice versa, or in both.

Proofreading

43 On all matter set for daily newspapers when proofs are read and copy held, the work shall be done by members

of the Union. Proofreaders shall not be held responsible for errors when a copyholder is not furnished.

Proofreaders Not Responsible

44 No member of the Union shall be held financially responsible for errors occurring in an advertisement, nor shall any member of the Union be held responsible for errors appearing in railroaded matter.

Learners on Machines

45 Members employed in offices where machines are introduced must have the exclusive privilege of learning and becoming familiar with their operation. No obstruction or restriction whatever by members shall be placed upon or stand in the way of learners other than that they are not practical printers. When an office introduces machines it shall take members of the chapel and instruct them.

New Devices

46 Except as otherwise provided in this contract, only journeymen and apprentice members of the Union in good standing shall be employed in installing, operating and maintaining all mechanical devices which cast, compose or impose type or slugs; perforate tape for use in composing or producing type or slugs; operated manually or automatically; provided, this shall not be construed as abridging in any manner the right of the Publisher, at his option, to have installations made by experts, nor to interfere with the temporary services of traveling inspectors and repairmen, such inspectors and repair men to be possessed of Union working cards.

Struck Work

47 This Union reserves the right to its members to refuse to execute all struck work received from or destined for unfair employers or publications.

Composition to Non-Union Offices

48 All Union offices are prohibited from supplying composition to non-union offices.

Competency of Operators

49 No man shall be deemed a competent machine operator unless he sets a minimum of 4,500 ems of solid nonpareil corrected matter per hour from straight narrative

copy free from intricacies and impediments, either as to short takes, long waits or long walks. In offices where the body type of the newspaper is other than nonpareil, 4,200 ems of minion or 4,000 ems of brevier shall be the test under the same conditions as stipulated above.

Rules Governing Machine Tenders

Classification of Monotype Machines

50 Two monotype keyboards shall be classed as one machine.

On Monotype Machines

51 Two or more monotype casting machines shall call for a machine tender.

Duties on Linotype Machines

52 A machine tender shall have charge of all repairs on type-setting machines in plants of 4 machines or more. On all shifts when more than 3 men are operating type-setting machines, a machine-tender must be employed.

Hours

53 The regular working time of a machine tender shall be of as many hours as are the regular hours of the operators in the office employed in operating the machines.

Overtime

54 All time worked before or after these hours shall be considered as overtime and shall be charged at the rate for overtime as set forth in this scale of prices.

Cannot Do Outside Work

55 No machine tender on type-setting or type-casting machines holding a regular situation in an office will be permitted to attend to the repairs on machines in any office other than the situation in which he is employed, except in case of emergency, all such cases to be reported to the chairman and to the president of the Union as soon as possible.

Helpers

56 Assistants to machine tenders shall be classed as helpers. All offices of 4 machines or more shall be entitled to employ one helper to each machine tender employed,

who shall not be allowed to start, repair, oil, clean, change or adjust machines, or clean space bands and plungers.

Machine tenders or machine tenders' helpers shall not be allowed to operate machines casting slugs that take ink in printing, provided this does not apply to type-casting machines.

Rules Governing the Employment of Apprentices

Ratio

57 In newspaper offices, declared as such by the Union, apprentices may be employed in the ratio of one to every fifteen men or a majority fraction thereof, but not more than five shall be permitted in any office.

Registration—Supervision

58 Apprentices shall be registered on the books of the Union and shall at all times be under the direction of the foreman and supervision of the chairman.

Selection of Apprentices

59 When new apprentices are employed, the said apprentices shall be selected from the regular list of unemployed registered apprentices from newspaper offices; provided, that the employer shall give first consideration to the boy oldest in service in his office. In no case shall an apprentice be employed on the lobster shift before the fourth year of his apprenticeship. A list of the unemployed apprentices is to be in the hands of the Organizer.

Term and Qualifications

60 The term of an apprentice under this contract, unless and until there shall be a change by mutual consent, shall be six years (except as hereinafter provided), the first year to be considered one of probation, such probationer to be possessed of the following qualifications: (a) Between 18 and 25 years of age, unless otherwise mutually agreed by the parties to this contract; (b) possessed of a certificate from grammar school or its equivalent, failing which, they must undergo an educational test to be agreed upon by the parties to the contract; (c) in good health and sound physically, as certified by the Union's physician, a nominal fee for which examination shall be paid by the Apprentice Applicant; in the event of rejection of applicant the fee shall be returned.

The Publishers' Association and the Union reserve the option of protesting the employment of any apprentice for any reason during the first two years of such employment, except where the lack of any qualifications has been mutually agreed upon. In the event of a protest by either party to this contract, the matter shall be adjusted by the Joint Apprentice Committee.

Foremen Must Test Ability

61 The foreman is required to test the ability of all apprentices under his charge during the first year of their service, to determine the fitness of such apprentices for the trade. The apprentice shall thereupon receive from his foreman a written statement of his qualifications, copy of which he shall file with the Union. Should an apprentice be found incapable by the foreman, his registration shall then be revoked. Such revocation shall be subject to review by Joint Apprentice Committee.

Advancement

62 It shall be the duty of the chairman to notify the foreman when an apprentice is entitled to pass from one of the above periods to another. If the foreman and chairman cannot mutually agree as to the apprentice's qualifications to be advanced into the next period, the matter shall be referred to the Joint Committee on Apprentices, whose duty it shall be to inquire into the qualifications of said apprentice to ascertain if he meets the necessary requirements called for in the several classes of work specified for each year of his apprenticeship, after which the Joint Committee on Apprentices shall report their findings to the foreman and the chairman, which shall in all cases be binding and final.

Upon request of the local Union and the employer and with the consent of the Bureau of Education of the International Typographical Union an apprentice may be upgraded when he has shown he has applied himself to his work and studies sufficiently to warrant advancement.

Operation of Machines

63 No apprentice shall be permitted to operate a typesetting machine in the office wherein he is employed before the beginning of the last year of his apprenticeship.

First Year Duties

64 Beginning with the first year an apprentice may be required to perform general work in the composing room at the discretion of the foreman; provided, that no apprentice shall be permitted to work more than twenty-five percent of his time on the bank.

2nd Year Duties

65 In the second year an apprentice shall be employed at least fifty percent of his time at hand composition, distribution, and Ludlow.

3rd Year Duties

66 In the third year an apprentice shall be employed at least seventy-five percent of his time at hand composition and distribution.

4th Year Duties

67 In the fourth year an apprentice shall be employed at least seventy-five percent of his time at hand composition and distribution.

5th Year Duties

68 In the fifth year an apprentice shall be employed at the duties of hand and Ludlow composition; distribution and make-up; provided, that not less than one-third of his time be devoted to make-up.

6th Year Duties

69 In the sixth year an apprentice shall devote not less than seventy-five percent of his time setting live matter on type-setting or type-casting keyboard machines and not more than twenty-five percent of his time to composition, distribution or make-up.

Wage Scale

70 The minimum scale of wages to be paid apprentices shall bear the following proportions to the full scale of the shift on which they are employed:

First year	50%
Second year	60%
Third year	70%
Fourth year	80%
Fifth year	85%
Sixth year	90%

Overtime Prohibited

71 No apprentice shall work overtime nor more than the prescribed number of shifts that make up a work-week for a regular situation under this contract.

Discharge

72 Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his case shall be investigated by The Committee on Apprentices of the Union for such action as they deem advisable even to the extent of revoking his registration.

Resignation or Discharge

73 No apprentice may leave one office and enter the service of another employer without the written consent of his first employer, endorsed by the President of Typographical Union No. 6. When an apprentice is discharged the foreman shall at once notify the chairman of such fact, who shall investigate the cause of discharge, and if, in his opinion, the discharge is not for good and sufficient reasons he shall so report to an officer of the Union.

Apprentices' Attendance at School

74 Except for the first year, the last six months of the next to the last year and the first six months of the last year all apprentices on the day shift shall attend the School for Printers' Apprentices of New York one afternoon each week. If employed on the night shift they shall attend school of apprentices one night each week. In both cases time shall be paid for by the Publisher. In addition they shall be required to go one afternoon or night each week on their own time and the foreman or his representative shall not interfere with the attendance of an apprentice at the School for Printers' Apprentices on his stipulated day or night for attending same.

In the second six months of the next to the last year and the first six months of the last year the Union may require all apprentices to attend the school for machine instruction one afternoon each week.

If employed on the night shift, they may be required by the Union to attend the school for machine instruction one night each week. In both cases time shall be paid for by the Publisher. In addition they may be required by the Union to go one afternoon or night each week on their own time and the foreman or his representative shall not inter-

fere with the attendance of an apprentice at the school for machine instruction on his stipulated day or night for attending same. Such attendance to be devoted to the study of machines only and the instruction to be given by Union instructors.

Time for School Attendance

75 Each apprentice, on whatever shift he may be employed, on the day which he attends School on office time shall be allowed two hours plus the time necessary to wash up, dress and travel between the office where he is employed and the School.

Employers to Pay Tuition

76 The Employer shall pay to the School for Printers' Apprentices a tuition fee of $25.00 each year, in advance, on the first day of each and every school term while the apprentice is in employment; provided the employer shall not be required to pay the tuition fee of the apprentice if said apprentice is in the first year of his apprenticeship.

Apprentice to Pay Tuition

77 To maintain his registration the apprentice must pay to the School for Printers' Apprentices, through Typographical Union No. 6, a tuition of $25.00 per year, which may be paid in ten monthly installments, in advance, beginning with the first month of each and every school term.

Admission to Union

78 On the completion of the term of service of an apprentice and his admission into the Union he shall be placed at the bottom of the priority list in the office in which he is working.

Application of Rules

79 All employers, the Union and apprentices shall abide by all the Rules Governing the Employing of Apprentices as set forth in "SCALE OF PRICES FOR NEWSPAPERS" and such other rules and regulations as may be agreed upon from time to time by the Union and the Publishers' Association of New York City, in relation to apprentices.

Joint Apprentice Committee

80 A Joint Apprentice Committee composed of two representatives from the Publishers' Association and two rep-

resentatives from the Union shall be formed to study, investigate and report and during the life of this Contract, shall interpret and administer the provisions of this Contract covering apprentices. The Committee shall have full power and authority any time during the term of apprenticeship to cancel the apprenticeship of an apprentice who does not show aptitude and proper qualifications for the work. This Committee shall meet jointly at the call of the Chairman of such Committee, at such time and place as may be determined by them.

It shall also be the duty of this Committee to study the question of miscellaneous help in the composing room and endeavor to make recommendations by a majority vote which will be acceptable to all parties involved and in line with the purposes set forth in Section 11, Article III, 1947 I.T.U. laws.

Miscellaneous Help

81 The Union claims jurisdiction over all classes of composing room work, but pending action provided for in Section 80, concedes to the Publishers the prerogative of having miscellaneous composing room help operate proof presses, carry proofs and copy, type on galleys, and sort and put away leads, rules and slugs, but such help shall not be allowed to handle type, proofs, copy or any printing material in any other manner whatsoever.

Subject to the apprentice provisions of this contract the Publisher agrees to select apprentices on merit from the miscellaneous composing room help.

Health and Sanitation

82 The Publisher shall furnish at all times a clean, healthful, properly heated, lighted and ventilated office for performance of work. Complaints from the Union regarding unhealthy conditions in offices may be forwarded to the Publisher or to the Publishers' Association for immediate action.

Manually-operated machines shall be equipped in accordance with safety provisions of State and National Laws. No member shall be required to operate a machine that is defective to the extent of being a menace to his personal safety.

Complaints

83 All complaints emanating from either party to this contract shall receive prompt acknowledgment and attention, and every effort shall and must be made to reach a prompt and satisfactory adjustment thereof.

Employment, Discharge, Priority

84 Foremen of printing offices have the right to employ help; and may discharge (1) for incompetency, (2) for neglect of duty, (3) for violation of office rules, which shall be kept conspicuously posted and shall in no way abridge the civil rights of employees or their rights under I.T.U. laws, and (4) to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed, either as regular employees or as extra employees as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cause shall be re-employed in reverse order in which they were discharged before other help may be employed. Upon demand, the foreman shall give the reason for discharge in writing within 72 hours. Persons considered capable as substitutes by foremen shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen. Members legally discharged according to the provisions of this section, except to reduce the force, may be reinstated at the option of the foreman. Provided, a member discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office longer than six months. Garnishment of wages shall not be a cause for discharge.

Grievance Committee

85 A Grievance Committee of four members shall be maintained. It shall consist of two members selected by the Publishers and two members selected by the Union. A vacancy for any cause shall be filled immediately by the party in whose representation the vacancy occurs.

To this committee shall be referred for settlement any dispute (except as provided in section 86—Appeal from Discharge) arising under this contract between a signatory publisher and the Union if such dispute cannot be set-

tled by conciliation between the Union and the Publisher involved.

Conditions prevailing prior to a dispute shall be maintained pending final decision.

The Committee shall meet within seven days from the date on which any party signatory hereto raises an issue in writing and indicates that a meeting is desired, and shall proceed promptly to settle the dispute.

If the Committee reaches a decision, it shall be final and binding on all parties to the dispute.

If the Committee fails to reach an agreement within ten days from the date on which the dispute is referred to it, the members of the Committee shall select a fifth and impartial member to act as chairman. The decision of the majority of this board of five shall be final and binding; provided any decision on any issue shall not be retroactive to a date earlier than the date on which the issue is raised; provided, further, this board shall have jurisdiction only over controversies properly and specifically referred to it, and its decisions cannot abridge the fundamental rights reserved by and to the signatory publisher and the Union.

Should the four members fail to agree on a chairman within seven days, he shall be selected by the presiding Judge of the Appellate Division of the Supreme Court for the First or Second Department.

It is agreed that local union laws not affecting wages, hours or working conditions, and the 1947 General Laws of the International Typographical Union, shall not be subject to arbitration.

Nothing herein obligates either party to arbitrate differences respecting a succeeding contract.

Appeal From Discharge

86 When a member is discharged for any of the foregoing reasons and such action is contested in behalf of the member affected, by any party to this contract, the contention shall be referred directly to the Grievance Committee without any intervening action. After considering all of the evidence in connection with the reason assigned for discharge, effort at agreement shall be made, and if a decision is reached it shall be final, and shall be so accepted by both parties to the controversy. If agreement cannot be reached the Grievance Committee shall select a fifth member, and the decision of the committee as thus made up shall be

final. The Committee, or the fifth man, in rendering a decision shall take into consideration all the facts and conditions surrounding the discharge and shall give due weight to the record of the man discharged. Should the four members of the committee fail to agree on a chairman within seven days, he shall be selected by the presiding Judge of the Appellate Division of the Supreme Court for the First or Second Department. Where discharges are made for reasons other than stated in Section 8 (Employment, Discharge, Priority), and the aggrieved member appeals, the procedure shall be in accordance with the I.T.U. law in force at date of signing agreement. An appeal from discharge must be filed by the Union with the Publishers' Association within 30 days of the date of discharge.

No provision for Machinist Apprentice.

No provision for Joint Supervisory Commission.

Jurisdiction

Formerly covered in New Devices Section.

[2nd column of Exhibit 92]

Scale Committee's Recommended Proposal

Scale of Prices
Newspaper Branch
New York Typographical Union No. 6
853 Broadway GRamercy 7-0550
13½ Months from Date of Signing
Contract
between
Publishers' Association of New York City
Acting on Behalf of Each of the
Publishers Named Below and
Typographical Union Number Six

1 Contract and Scale of Prices made and entered into by and between the Publishers' Association of New York City as agent of the following individual Publishers, signatory hereto: New York Times, New York Herald Tribune, New York Journal-American, Mirror, [Journal of Commerce] News, New York Post, The Sun, New York World-Telegram, Wall Street Journal, Long Island Star-Journal, Long Island Daily Press, [Brooklyn Citizen,] Brooklyn Eagle, The Home News, hereinafter called the Publishers, and New York Typographical Union No. 6, hereinafter called the Union.

(Matter in bold face [italics here] is new. Matter in brackets is to be omitted.)

Considerations

2 The Publishers agree to employ or continue in employment [only members of the Union] *journeymen and apprentices* in the composing rooms of the Publishers in accordance with the terms of this agreement.

The Union [agrees] *offers* to furnish as many competent skilled workmen as may be required by each office for the operation of its composing rooms, such help to be furnished by the Union at the scale of wages and under the conditions set forth in this contract.

Duration of Contract

3 This Contract and Scale of Prices shall be in effect with the day shift on [April 1, 1947,]* for a term to and including [March 31, 1948,] and its terms and provisions may be altered or amended during that period only by mutual consent of the Publishers and the Union.

Sixty days prior to the expiration of this contract either party hereto may give to the other party notice of desire to change the terms thereof. Negotiations shall be immediately entered into and proceed with all due diligence. If an agreement has not been reached by the date upon which the contract expires, conditions prevailing prior to the expiration of this contract shall be maintained until an agreement is reached or other action is authorized by the I. T. U. or the Publishers' Association of New York City.

*13½ months from date of signing.

Laws

4 Both parties agree that their respective rights and obligations under this contract will have been accorded by the performance and fulfillment of the terms and conditions thereof and that the complete obligation of each to the other is expressed herein. It is understood and agreed that the General Laws of the International Typographical Union in effect January 1, 1948, not in conflict with this contract *or with federal or state law* shall govern relations between the parties on conditions not specifically enumerated herein.

Nothing contained herein shall be construed to interfere in any way with the creation or operation of any rules not in conflict with federal or state law or this contract, of any

chapel or of the Union or of the Publishers for the conduct of its or their own affairs.

Precedents

5 No precedents or previous conditions, rules or agreements shall be recognized in any way or affect or modify the terms of this contract.

No Deviation

6 No deviation from the terms of this contract shall be allowed by any party hereto unless by joint agreement between the contracting parties. And it is further provided that when any deviation from this contract by a signatory Publisher is called to the Union's attention by the Publishers' Association of New York City in writing and same is not corrected within 30 days after notice, then any member of the Publishers' Association shall be entitled to put into effect the same conditions.

Definition of Newspaper Work

7 Under this heading is included all work coming within the scope of Typographical Union No. 6 for publications of any description classified as dailies. It also includes all work done by [members of the Union] *employees* in a composing room that is operated, owned and controlled by the same individual, firm or corporation that owns and controls the composing room for the production of its daily or its own additional publications that are germane to or are recognized as sections of the regular daily publication. All other work which is not germane to and not supplemental to or a part of the regular daily publication is job work. Work which is owned and controlled by the owner of the composing room is newspaper work.

Wage Scale and Hours

For journeymen, including all machine tenders)

8 Day Shift—*$2.731* per hour; *$19.80* for a shift of 7¼ hours; *$99.00* for a week of five days.

Night Shift—*$2.869* per hour; *$20.80* for a shift of 7¼ hours; *$104.00* for a week of five nights.

Third Shift—*$3.1114* per hour; *$21.90* for a shift of 7 hours; *$109.00* for a week of five shifts.

Seven and one-quarter continuous hours (exclusive of 30 minutes for lunch) between the hours of 7 a. m. and 6 p. m. shall constitute a day shift.

Seven and one-quarter continuous hours (exclusive of 30 minutes for lunch) between the hours of 4 p. m. and 4 a. m. shall constitute a night shift. Provided: on Saturday night shifts may begin at 2 p. m. or any time thereafter up to 7 p. m.

Seven continuous hours (exclusive of 30 minutes for lunch) between the hours of 10 p. m. and 10 a. m. shall constitute a third (lobster) shift.

[Members] *Persons* employed on day shifts when called to work at or before 5 a. m. $2 extra shall be charged in addition to the overtime; and when called to work before 7 a. m. $1 extra shall be charged in addition to the overtime. On evening newspapers publishing six days, Sunday work shall be double price.

Day Work, Day Rates—Night Work, Night Rates

9 [Members of the Union] *Persons* employed at day work for morning newspapers shall receive day rates (subject to third shift provisions). [Members] *Persons* employed at night for evening newspapers shall receive night rates (subject to third shift provisions).

Full Day's Pay

10 In no case shall less than a day's pay be paid to any [members of the Union] *employee*.

All Time Work—No Stints

11 All work shall be time work, and no stints shall be allowed; no office rules shall be established to the contrary.

Starting Time

12 The time each situation holder starts work shall be designated by the office and shall be the same each day during the week except Saturday.

[Members] *Persons* whose regular starting time differs on Saturday from other days during the week shall receive $1.00 additional for such a start. Provided where [a member] *an employee* at his own request is allowed to start at a different hour on Saturday the $1.00 additional may not be required.

Assistant foreman on each shift when serving as foreman on days or nights when regular shift foreman is off may be required to start work at the time scheduled for the regular shift foreman, and shall be governed in all conditions provided in this contract for foremen while acting as such shift foreman.

12-Hour Interim

13 On morning and evening newspapers 12 hours must intervene between the time of quitting and starting work, but no [member of the Union] *employee* shall be allowed to work more than 12 hours in any 24. This shall not apply on Saturday or Election day to evening newspapers publishing Sunday editions or to unusual emergencies.

Lunch Time

14 Chapels and foremen shall provide for the time to go to lunch, but the foreman shall not send an employee to lunch until he has worked at least three hours, nor shall the foreman keep an employee more than four hours from starting time before allowing lunch, except in cases of emergency. A second lunch time shall be allowed when more than one hour overtime is required.

[Members] *Persons* called to work on Saturday at 3 p. m. shall, if sent to lunch at or before 6:30 p. m. be entitled to a second lunch time.

Evening Newspapers, Sunday Morning Editions

15 [Members of the Union] *Persons* employed on evening newspapers publishing Sunday editions, except as hereinafter provided for, shall receive not less than *$2.731* per hour—*$19.80* per day. Seven and one-quarter continuous hours (exclusive of 30 minutes for lunch) shall constitute a day's work, the hours to be between 7 a. m. and 6 p. m. The rate for Saturday night shall be not less than *$20.80* per night of six and one-quarter continuous hours (exclusive of 30 minutes for lunch), the hours to be between 2 p. m. and 3 a. m. All [members] *employees* working Saturday and Saturday night shall receive $3.00 extra. Overtime on Saturday night shall be not less than *$4.99* per hour. Extras working on Saturday night only may begin work at 2 p. m. or any time thereafter until and including 7 p. m. Extras to receive $1.75 per day or night in addition to the above scale. (This does not apply to extras working a double-header.) When holidays occurs on Saturday and the paper is not published, the rate for Saturday night shall be *$23.80*. [Members] *Employees* called to work on Sunday between 8 a. m. and 4 p. m. shall be paid double price, but in no case shall [a member] *an employee* receive less than a day's pay. When called at or before 5 a. m., $2.00 extra shall be charged in addition to the overtime, and when called before 7 a. m., $1.00 extra shall be charged in addition to the overtime.

Payment of Wages

16 Payment of wages shall be made weekly in cash of convenient denominations not later than 48 hours after the close of the composing room fiscal week. Provided, such payment may be made by check under the State law if a majority referendum vote of [a chapel] *employees* approves.

Pay Day of Slid [Members] Employees

17 When any slide day of [members] *employees* falls on pay day the slid [members] *employees* shall be paid on the preceding or following day during the same hours as the regular pay day.

Overtime

18 Overtime, which shall apply to work done before as well as after the hours specified, shall be paid for at the rate of time and one-half based on the salary received during the specified hours for time worked unless otherwise provided for. The first period of overtime shall be a minimum of 15 minutes. Thereafter overtime shall be computed on actual time worked.

When overtime is required by the office, and the needs of the office have not been filled, it shall be the duty of the chairman, upon demand by the foreman, to provide employees from the current shift in the particular classifications to work such required overtime.

Should the Union charge that an employee is being required to work overtime unnecessarily, this shall be considered a grievance to be adjusted in accordance with the provisions of this contract.

It is mutually understood that overtime is not to be required solely as a means of avoiding the employment of extras.

When an employee is required by the foreman to work on a regular off-day or off-night or a sixth-shift in a financial week he shall be paid overtime for suc work.

Distribution of Overtime

19 All overtime to be distributed by the foreman equally as far as practicable. In the event of a charge that a foreman is showing discrimination in this connection, this will be considered a grievance and it will be the duty of the chairman to immediately take same up with the foreman, and on failing to get a satisfactory adjustment with him,

shall report the matter to the officers of the Union who shall take the matter up with the management.

Taking Overtime Off

20 [Members] *Employees* working in excess of the unit of hours established as a regular shift must receive the overtime rate for all such excess time. The overtime rate shall not be less than one and one-half times the regular rate, based upon the hourly wage paid: Provided, in case of foremen performing executive or clerical work exclusively and in extreme emergencies, such as fire, flood or disaster, overtime may be waived.

Overtime [Prohibited] Before or on Slide Day

21 On morning and evening newspapers no [member of the Union] *employee* shall be compelled to work overtime at the end of the night or day preceding his slide day, nor at the beginning of the night or day following his slide day. This shall not apply on Saturdays to the day or night shift or in emergencies.

Holidays

22 The following holidays (or days celebrated as such) shall be observed: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.

Holidays for morning papers, or afternoon papers published on these holidays, shall be from midnight to midnight of the day legally celebrated as such and shall apply to all shifts starting within the holiday hours.

Holidays for newspapers, not publishing on the holiday, shall extend for 24 hours from the beginning of the night shift on the night before the holiday.

Situation holders required to work on holidays shall receive not less than double time for the regular shift worked and thereafter time and one-half at the holiday rate. Situation holders who are not required to work on a holiday which falls on a day when they normally would have been scheduled to work shall receive a single shift's pay at straight-time rates. When a holiday falls on [a member's] *an employee's* normal day off, he shall be given an additional day off (with pay), in his fiscal week, except that in emergencies due to a shortage of men, the extra slide day may be designated in the following week. There shall be no duplication of holiday payments on the same working shift.

Vacations

23 The following provisions shall govern the granting of vacations with pay during each current calendar year of the term of this agreement:

(a) Employees who have held situations during an entire calendar year shall be entitled to three weeks' vacation with pay during the succeeding calendar year, provided they are employees of the office at the time of taking their vacations.

(b) Employees who have held situations for part of a calendar year shall be entitled during the following calendar year to one day's vacation with pay for each 17 days worked as a regular situation holder, provided they are employees of the office at the time of taking their vacation. In figuring the number of vacation days, if there is a remainder constituting a major fraction of a 17-day unit, one additional vacation day shall be given, and if the remainder constitutes less than a major fraction it shall be cancelled. In no case shall an employee receive more than fifteen days' paid vacation in a calendar year.

(c) An employee who goes on a leave which permits him to maintain his priority in the office, or whose priority is maintained during necessary absence as permitted in Section 31, shall be granted, upon application to the office, the vacation due for service in the previous year, provided arrangements are made for taking the required time off. An employee who is inducted into the Armed Forces of the United States, or who retires on pension, or who is admitted as a resident of the Union Printers Home, shall be granted, upon application to the office, the vacation due up to the date of leave. It is understood and agreed that cash payments in lieu of actual vacations will be made only to employees on leave as provided herein whose priority standing in the office remains intact during their temporary or necessary absence and to employees going on pension.

(d) Vacations shall not be earned by employees while they are engaged as substitutes by other [members] *employees*, and, in consideration of the additional rate of pay for extras provided elsewhere herein, employees shall not earn vacations while engaged by the office as extras.

(e) No employee allowed a vacation under this section shall put on a substitute for any part of his paid vacation period, nor shall the Publisher be required to replace employees on vacation.

(f) The vacation schedule shall be arranged at the convenience of the office. The days of the vacation period shall be consecutive.

(g) Vacations with pay are to be taken in addition to any time taken off by employees on account of accumulated overtime or for any other reason.

[(h) For the year 1947 only, the office may elect to pay in cash the equivalent of the third week of vacation.]

Suspension or Merger Pay

24 In the event of merger, consolidation, or permanent suspension by any newspaper covered by this agreement all regular situation holders with one year or more of service as regular situation holders who by virtue of the merger, consolidation, or permanent suspension are deprived of regular situations shall receive the cash equivalent of two weeks' (10 shifts) pay at their current rate.

Employment of Regulars

25 The selection by foremen of their forces from day to day, or not having any regular situation in an office, is prohibited. Foremen must give out such minimum number of situations as are needed to meet office requirements. Employment other than a regular situation shall be classed as extra work.

Number of Regular Situations

26 Five days of 7¼ hours each (exclusive of 30 minutes for lunch) shall constitute a day situation; five nights of 7¼ hours each (exclusive of 30 minutes for lunch) shall constitute a night situation; five shifts of 7 hours each (exclusive of 30 minutes for lunch) shall constitute a lobster shift situation and no fewer days shall constitute a situation.

Each office shall be permitted to operate its composing room six or seven days or nights per week and as many shifts as may be desired to meet requirements under conditions as set forth in this contract. The particular days or nights constituting a situation shall be designated by the foreman and in so far as practicable the five shifts constituting a situation shall be consecutive. Such number of situations shall be created as are necessary to meet office requirements, thereby reducing to a minimum the employment of extras.

Trading of slide days by [members] *employees* or temporary arrangements between [members] *employees* and

the foreman for changes in slide days for the purpose of enabling situation holders to avoid giving out work to substitutes is forbidden. Provided, [members] *employees* transferred from shift to shift may change slide days for one week to permit situation holders to work five shifts in that financial week.

Lay-Off of Regulars

27 In reducing force regular situation holders shall not be laid off until the end of the regular composing room fiscal week. Notice of such lay-off shall be given either to the [member] *employee,* chairman or acting chairman at least 24 hours before the close of such week; provided, the office shall not be required to give such previous notice when absent [members] *employees* are returning to their situations.

Priority Preference

28 When new situations are created, when new shifts are instituted, or when starting times or slide days are to be changed the foreman must give first consideration to [members] *employees* with superior priority in the same classification and in the same composing room. If such consideration does not result to the satisfaction of a claimant holding superior priority, upon application by the Union the matter shall be referred to the Grievance Committee. When [a member] *an employee* with superior priority is given a new situation, shift, starting time, or slide day, the vacancy thereby occasioned may be claimed by [members] *employees* in the same classification with superior priority, but once such vacancy is filled there shall be no further claim or moves.

Departments—Transfers

29 No departments shall be recognized except by agreement between the office and the chapel, but in no case shall a foreman transfer a person to a department he is not familiar with and then declare him incompetent.

To meet office necessities any [member] *employee* may be transferred from the classification for which he has been hired, but such transfer shall not be for more than one-half of his time, except to meet bona fide emergencies. Provided, in one department offices where situations, when created, are consistently given out on a strict priority basis regardless of classification, and when extras, when engaged,

are consistently engaged regardless of classification (in compliance with extra work contract provisions) there shall be no restrictions on transfers.

When departments are not recognized by agreement with the local Union, no employee shall be discharged to reduce the force or for incompetency while there is work in the office he is competent to do and to which his priority entitles him. Provided, that any [member] *employee* demanding transfer to another department under this section shall be required to designate the class of work which he is competent to do, and having demanded and accepted such transfer he shall not be exempt from discharge for incompetency in the department in which he has declared his competency.

Transfers Between Shifts

30 Regulars may be transferred by mutual consent from shift to shift wherever the exigencies may require it. If such transfers cannot be arranged by mutual consent then the men must be transferred according to their priority standing in the office.

Regulars transferred from one shift to another for the convenience of the office must be returned to their original shift, if they so desire, before other situations, doing the same class of work, are added to that shift. A regular desiring to be transferred back to his original shift shall at the time of initial transfer signify his desire to the foreman in writing (with copy to chapel chairman) and can exercise his right only at the time the first situations on said original shift are added following his transfer. Such retransfer shall be made at the beginning of the next financial week. Provided, a regular transferred to another shift because of the peculiarity of the work involved can be retransferred only with the consent of the foreman, but if a request for a retransfer is refused and the regular feels he is entitled to such retransfer under the provisions of this section, and so contends, his request shall be handled as a grievance.

Chairman shall remain on or be transferred to largest shift on request.

The provisions of this section are not retroactive and apply only to regulars involuntarily transferred under the terms of this section.

Priority During Necessary Absence

31 (a) Any [member] *employee* engaged to serve the International Typographical Union, a subordinate union or to perform work in the interest of the organized labor movement shall not be deprived of his priority standing while so employed. A [member] *employee* so engaged shall employ while absent the priority substitute competent to perform the work and upon reporting for duty full priority rights shall be restored.

(b) Available priority substitute must be placed on all situations after situation holder has been absent from his situation for a period of thirty calendar days. Provided, should a substitute with greater priority become available, uch substitute shall be placed on said situation.

(c) Any [member] *employee* incapacitated by illness shall not lose his priority in the office in which he is employed.

(d) In cases where members are admitted as residents of the Union Printers' Home, or in *cases of employees* who enlist in or are called for active service in the regular army or navy in time of war, or enlist for active service in the army or navy of any country that may be allied with the United States in a war for a common cause, or members of the National Guard or Canadian Militia who may be ordered to war, or any [member] *employee* whose civilian services may be requisitioned by the War or Navy Departments, or those who may actively engage in war work for the American Red Cross, Red Cross Societies of the Allies, Knights of Columbus, the Salvation Army, Young Men's Christian Association, Army Specialist Corps, or any recognized organization of a similar character, their situations and/or priority standing shall be protected and upon reporting for duty the situations and/or priority standing formerly held by these [members] *employees* shall be restored to them; provided that, in the case of situation holders, their situations shall be given to them only at the beginning of the regular composing room fiscal week.

(e) No regular shall be entitled to absent himself for a continuous period of more than 90 days without the written consent of the foreman and on the 91st day of such continuout absence without the written consent of the foreman, the situation shall be declared vacant. Returning to work on the 91st day and working for a period of more than 15 regular working days in each calendar month of the three

consecutive months immediately following his absence, shall relieve the [member] *employee* from the imposition of the penalty for extended absence.

(f) A situation holder or substitute having established priority standing may engage in pursuits other than composing room work for a period not to exceed 90 days in any twelve months' period without loss of situation or priority; provided [members] *employees* exercising this privilege shall employ the priority substitute competent to perform the work.

(g) Any regular signifying his intention to return to work after 91 days' continuous absence which does not forfeit his situation under the provision of this section shall be restored only at the beginning of the next composing room fiscal week.

Hiring of Extras

32 Extras may be put on in machine offices either day or night and may be put on at one hiring or separate daily hirings for not to exceed three days or nights in any one week, if others are available. When, in accordance with the above, an extra is hired for more than one day or night, he must, if he fails to work for the period for which he is hired, supply a substitute. In giving out extra work, situation holders discharged to reduce the force, who have established in the office their competency to perform the work in question, must be re-employed in order of priority standing.

Rate of Pay for Extras

33 Extras shall receive for each shift $1.75 in addition to the regular scale.

Employment of Substitutes

34 Foreman shall not select or designate a substitute. The regular or substitute shall be the person to select his own substitute, and shall in no way be responsible for the work performed by the same, but no foreman shall be compelled to accept a substitute who is incompetent or otherwise incapacitated, and if the regular's or substitute's selection should fail to appear on time or should be incapacitated, the foreman shall direct [the chairman to select or designate] *that* another substitute *shall be secured.* A substitute selected according to the foregoing provisions shall receive a regular day's pay.

Right of Regular and Substitute

35 Foremen shall not designate any particular day, nor how many days, a regular or his substitute shall work in any one week. No substitute shall be barred from work in an office for failure to show up when not under engagement.

"Sub" and Extra Not Allowed

36 No "Sub" shall be allowed to fill a situation and work as extra on morning or evening newspapers on the same day.

Transferred to Book and Job Work

37 [Members of the Union] *Persons* employed on daily publications transferred to work coming under the "Scale of Prices for Book and Job Work," shall be paid the highest prevailing scale of wages for the shift on which the work is performed. In no case shall [members of the Union] *persons* employed on daily publications transferred to book and job work be required to work more hours than are called for by the "Scale of Prices for Newspapers," unless they be paid scale on overtime for the highest price work performed.

Newspaper Scale in Job Office

38 On advertisements or other matter set for daily newspapers in job offices the difference between the job and newspaper scale must be paid.

Reproduction of Matter Set in Job Office

39 The practice of interchanging, exchanging, borrowing, lending or buying of matter, either in form of type or matrices between newspapers or job offices not owned by the same individual, firm, or corporation, and published in the same establishment, is unlawful and shall not be allowed; provided, that the reproduction as nearly like the original as possible of such type, matrices, or plates in type within [four] *seven* working days of publication shall be deemed a compliance with this law.

Reproduction of Advertising

40 All type matter in local advertisements, when matrices, cuts, type matter or plates are furnished the office instead of copy, shall be reset as nearly like the original as possible within [four] *seven* working days of publication. A local advertisement is construed to be:

(a) The advertisement of any concern, firm or corporation distinctly a New York concern, where such advertising is not identical with and a part of a general advertising campaign.

(b) The advertising of any New York retail concern, firm or corporation (except a factory branch store) selling more than one sort of merchandise direct to the consumer. All advertising not answering this description shall be deemed out-of-town advertising and need not be reset.

(c) Type-matter in local advertisements as determined above when reproduced by the photoengravers processes must be reset. Provided, it shall not be necessary to reset hand lettered portions of such advertisements, or rotogravure advertisements.

(d) Financial offerings of securities advertising other than local issues shall not be reset.

Pick-Ups

41 The office is entitled to all "pick-ups" of any character whatsoever. Matter once paid for shall always remain the property of the office. "Kill" marks shall not deprive the office of "pick-ups."

Transfer of Matter

42 Offices publishing morning and evening papers have the right to use advertisements and reading matter set up for the morning paper in the evening paper, and vice versa, or in both.

Proofreading

43 On all matter set for daily newspapers when proofs are read and copy held, the work shall be done by [members of the Union] *journeymen employees and apprentices.* Proofreaders shall not be held responsible for errors when a copyholder is not furnished.

Proofreaders Not Responsible

44 No [member of the Union] *journeyman employee or apprentice* shall be held financially responsible for errors occurring in an advertisement, nor shall any [member of the Union] *journeyman employee or apprentice* be held responsible for errors appearing in railroaded matter.

Learners on Machines

45 [Members] *Persons* employed in offices where machines are introduced must have the exclusive privilege of

learning and becoming familiar with their operation. No obstruction or restriction whatever by [members] *employees* shall be placed upon or stand in the way of learners other than that they are not practical printers. When an office introduces machines it shall take [members] *employees* of the [chapel] *composing room* and instruct them.

New Devices

[46 Except as otherwise provided in this contract, only journeymen and apprentice members of the Union in good standing shall be employed in installing, operating and maintaining all mechanical devices which cast, compose or impose type or slugs; perforate tape for use in composing or producing type or slugs; operated manually or automatically; provided, this shall not be construed as abridging in any manner the right of the Publisher, at his option, to have installations made by experts, nor to interfere with the temporary services of traveling inspectors and repairmen, such inspectors and repairmen to be possessed of Union working cards.]

(Committee deleted New Devices Section and covered it in Jurisdiction.)

[Struck Work]

[47 This Union reserves the right to its members to refuse to execute all struck work received from or destined for unfair employers or publications.]

[Composition to Non-Union Offices]

[48 All Union offices are prohibited from supplying composition to non-union offices.]

Competency of Operators

49 No man shall be deemed a competent machine operator unless he sets a minimum of 4,500 ems of solid nonpareil corrected matter per hour from straight narrative copy free from intricacies and impediments, either as to short takes, long waits or long walks. In offices where the body type of the newspaper is other than nonpareil, 4,200 ems of minion or 4,000 ems of brevier shall be the test under the same conditions as stipulated above.

Rules Governing Machine Tenders

Classification of Monotype Machines

50 Two monotype keyboards shall be classed as one machine.

On Monotype Machines

51 Two or more monotype casting machines shall call for a machine tender.

Duties on Linotype Machines

52 A machine tender shall have charge of all repairs on type-setting machines in plants of 4 machines or more. On all shifts when more than 3 men are operating type-setting machines, a machine-tender must be employed.

Hours

53 The regular working time of a machine tender shall be of as many hours as are the regular hours of the operators in the office employed in operating the machines.

Overtime

54 All time worked before or after these hours shall be considered as overtime and shall be charged at the rate for overtime as set forth in this scale of prices.

Cannot Do Outside Work

55 No machine tender on type-setting or type-casting machines holding a regular situation in an office will be permitted to attend to the repairs on machines in any office other than the situation in which he is employed, except in case of emergency, [all such cases to be reported to the chairman and to the president of the Union as soon as possible.]

Helpers

56 Assistants to machine tenders shall be classed as helpers. All offices of 4 machines or more shall be entitled to employ one helper to each machine tender employed, who shall not be allowed to start, repair, oil, clean, change or adjust machines, or clean space bands and plungers.

Machine tenders or machine tenders' helpers shall not be allowed to operate machines casting slugs that take ink in printing, provided, this does not apply to type-casting machines.

Rules Governing the Employment of Apprentices

Ratio

57 In newspaper offices, [declared as such by the Union,] apprentices may be employed in the ratio of one to every fifteen men or a majority fraction thereof, but not more than [five] *seven* shall be permitted in any office.

Registration—Supervision

58 Apprentices shall be registered [on the books of the Union] and shall at all times be under the direction of the foreman. [and supervision of the chairman.]

Selection of Apprentices

59 When new apprentices are employed, the said apprentices shall be selected from the regular list of unemployed registered apprentices from newspaper offices; provided, that the employer shall give first consideration to the boy oldest in service in his office. In no case shall an apprentice be employed on the lobster shift before the fourth year of his apprenticeship. A list of the unemployed apprentices is to be in the hands of the [Organizer] *Joint Apprentice Committee.*

Term and Qualifications

60 The term of an apprentice under this contract, unless and until there shall be a change by mutual consent, shall be six years (except as hereinafter provided), the first year to be considered one of probation, such probationer to be possessed of the following qualifications: (a) Between 18 and 25 years of age, unless otherwise mutually agreed by the parties to this contract; (b) possessed of a certificate from grammar school or its equivalent, failing which, they must undergo an educational test to be agreed upon by the parties to the contract; (c) in good health and sound physically, as certified by [the Union's] *a* physician, *designated by the Joint Apprentice Committee,* a nominal fee for which examination shall be paid by the Apprentice Applicant; in the event of rejection of applicant the fee shall be returned.

The Publishers' Association and the Union reserve the option of protesting the employment of any apprentice for any reason, *not inconsistent with federal or state law,* during the first two years of such employment, except where

the lack of any qualifications has been mutually agreed upon. In the event of a protest by either party to this contract, the matter shall be adjusted by the Joint Apprentice Committee.

Foremen Must Test Ability

61 The foreman is required to test the ability of all apprentices under his charge during the first year of their service, to determine the fitness of such apprentices for the trade. The apprentice shall thereupon receive from his foreman a written statement of his qualifications, copy of which he shall file with the [Union] *Joint Apprentice Committee.* Should an apprentice be found incapable by the foreman, his registration shall then be revoked. Such revocation shall be subject to review by Joint Apprentice Committee.

Advancement

62 It shall be the duty of the chairman to notify the foreman when an apprentice is entitled to pass from one of the above periods to another. If the foreman and chairman cannot mutually agree as to the apprentice's qualifications to be advanced into the next period, the matter shall be referred to the Joint Committee on Apprentices, whose duty it shall be to inquire into the qualifications of said apprentice to ascertain if he meets the necessary requirements called for in the several classes of work specified for each year of his apprenticeship, after which the Joint Committee on Apprentices shall report their findings to the foreman and the chairman, which shall in all cases be binding and final.

[Upon request of the local Union and the employer and with the consent of the Bureau of Education of the International Typographical Union] *Pursuant to approval by the Joint Apprentice Committee* an apprentice may be upgraded when he has shown he has applied himself to his work and studies sufficiently to warrant advancement.

Operation of Machines

63 *No apprentice shall be permitted to operate a typesetting machine in the office wherein he is employed before the beginning of the second six-month period of his fifth year of apprenticeship.*

First Year Duties

64 *Beginning with the first year an apprentice may be required to perform general work in the composing room at the discretion of the foreman; provided, that no apprentice shall be permitted to work more than twenty-five percent of his time on the bank.*

2nd Year Duties

65 *In the second year an apprentice shall be employed at least fifty percent of his time at hand composition, distribution and Ludlow, and not more than twenty-five percent of his time on the bank.*

3rd Year Duties

66 *In the third year an apprentice shall be employed at least seventy-five percent of his time on hand composition and distribution.*

4th Year Duties

67 *In the fourth year an apprentice shall be employed at the duties of hand and Ludlow composition, distribution, and not more than twenty-five percent of his time on make-up.*

5th Year Duties

68 *During the first six-months an apprentice shall be employed at the duties of hand and Ludlow composition, distribution, make-up and proofreading. During the second six-months of his fifth year an apprentice shall be employed not less than fifty percent of his time setting live matter on typesetting and typecasting keyboard machines, and fifty percent of his time on composition, distribution, make-up and proofreading.*

6th Year Duties

69 *In the sixth year an apprentice shall devote not less than fifty percent of his time on setting live matter on typesetting and keyboard machines, and fifty percent of his time on composition, make-up, distribution and proofreading.*

Wage Scale

70 The minimum scale of wages to be paid apprentices shall bear the following proportions to the full scale of the shift on which they are employed:

First year	50%
Second year	60%
Third year	70%
Fourth year	80%
Fifth year	85%
Sixth year	90%

Overtime Prohibited

71 No apprentice shall work overtime nor more than the prescribed number of shifts that make up a work-week for a regular situation under this contract.

Discharge

72 Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his case shall be investigated by the [Committee on Apprentices of the Union] *Joint Apprentice Committee* for such action as [they deem] *it deems* advisable even to the extent of revoking his registration.

Resignation or Discharge

73 No apprentice may leave one office and enter the service of another employer without the written consent of his first employer, endorsed by the [President of Typographical Union No. 6] *Joint Apprentice Committee.* When an apprentice is discharged the foreman shall at once notify the [chairman] *Joint Apprentice Committee* of such fact, [who] *which* shall investigate the cause of discharge, and if, in [his] *its* opinion, the discharge is not for good and sufficient reasons [he] *it* shall *make appropriate recommendations.* [so report to an officer of the Union.]

Apprentices' Attendance at School

74 Except for the first year, the last six months of the next to the last year and the first six months of the last year all apprentices on the day shift shall attend the School for Printers' Apprentices of New York one afternoon each week. If employed on the night shift they shall attend school of apprentices one night each week. In both cases time shall be paid for by the Publisher. In addition they shall be required to go one afternoon or night each week on their own time and the foreman or his representative shall not interfere with the attendance of an apprentice at the School for Printers' Apprentices on his stipulated day or night for attending same.

In the second six months of the next to the last year and the first six months of the last year [the Union may require] all apprentices [to] *shall* attend the school for machine instruction one afternoon each week.

If employed on the night shift, they may be required [by the Union] to attend the school for machine instruction one night each week. In both cases time shall be paid for by the Publisher. In addition they may be required [by the Union] to go one afternoon or night each week on their own time and the foreman or his representative shall not interfere with the attendance of an apprentice at the school for machine instruction on his stipulated day or night for attending same. Such attendance to be devoted to the study of machines. [only and the instruction to be given by Union instructors.]

Time for School Attendance

75 Each apprentice, on whatever shift he may be employed, on the day which he attends School on office time shall be allowed two hours plus the time necessary to wash up, dress and travel between the office where he is employed and the School.

Employers to Pay Tuition

76 The Employer shall pay to the School for Printers' Apprentices a tuition fee of $25.00 each year, in advance, on the first day of each and every school term while the apprentice is in employment; provided the employer shall not be required to pay the tuition fee of the apprentice if said apprentice is in the first year of his apprenticeship.

Apprentice to Pay Tuition

77 To maintain his registration the apprentice must pay to the School for Printers' Apprentices, [through Typographical Union No. 6,] a tuition of $25.00 per year, which may be paid in ten monthly installments, in advance, beginning with the first month of each and every school term.

[Admission to Union] Accorded Priority

78 On the completion of the term of service of an apprentice and his admission into the Union he shall be placed at the bottom of the priority list in the office in which he is working.

Application of Rules

79 All employers, the Union and apprentices shall abide by all the Rules Governing the Employing of Apprentices as set forth in "SCALE OF PRICES FOR NEWSPAPERS" and such other rules and regulations as may be agreed upon from time to time by the Union and the Publishers' Association of New York City, in relation to apprentices.

Joint Apprentice Committee

80 A Joint Apprentice Committee composed of two representatives from the Publishers' Association and two representatives from the Union shall be formed to study, investigate and report and during the life of this Contract, shall interpret and administer the provisions of this Contract covering apprentices. The Committee shall have full power and authority any time during the term of apprenticeship to cancel the apprenticeship of an apprentice who does not show aptitude and proper qualifications for the work. This Committee shall meet jointly at the call of the Chairman of such Committee, at such time and place as may be determined by them.

It shall also be the duty of this Committee to study the question of miscellaneous help in the composing room and endeavor to make recommendations by a majority vote which will be acceptable to all parties involved [and in line with the purposes set forth in Section 11, Article III, 1947 I.T.U. laws.]

Miscellaneous Help

81 The Union claims jurisdiction over all classes of composing room work, but pending action provided for in Section 80, concedes to the Publishers the prerogative of having miscellaneous composing room help operate proof presses, carry proofs and copy, type on galleys, and sort and put away leads, rules and slugs, but such help shall not be allowed to handle type, proofs, copy or any printing material in any other manner whatsoever.

Subject to the apprentice provisions of this contract the Publisher agrees to select apprentices on merit from the miscellaneous composing room help.

Health and Sanitation

82 The Publisher shall furnish at all times a clean, healthful, properly heated, lighted and ventilated office for

performance of work. Complaints from the Union regarding unhealthy conditions in offices may be forwarded to the Publisher or to the Publishers' Association for immediate action.

Manually-operated machines shall be equipped in accordance with safety provisions of State and National Laws. No [member] *employee* shall be required to operate a machine that is defective to the extent of being a menace to his personal safety.

Complaints

83. All complaints emanating from either party to this contract shall receive prompt acknowledgment and attention, and every effort shall and must be made to reach a prompt and satisfactory adjustment thereof.

Employment, Discharge, Priority

84 *The operation, authority, and control of each composing room shall be vested exclusively in the office through its representative, the foreman, who shall be a member of the Union. In the absence of the foreman, the foreman-in-charge shall so function.*

In hiring new journeymen employees the foreman must recognize priority, as follows:

First: Regular situation holders.

Second: Subject to established hiring practices in departmental offices, other journeymen who have worked in the composing room.

Third: Journeymen with experience in other composing rooms in Greater New York.

Fourth: Journeymen concerning whose competency the foreman has no reason for doubt or men who have registered for employment after having had their competency tested by qualified and impartial examiners named by the New York City Board of Education. Foremen may not exclude as candidates for employment any individuals who establish competency.

Foremen may discharge employees (1) for incompetency, (2) for neglect of duty, (3) for violation of office rules, which shall be kept conspicuously posted and shall in no way abridge the civil rights of employees or their rights under accepted I.T.U. laws, and (4) to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed, either as regular employees or as extra employees as the exigencies of the mat-

ter may require. Should there be an increase in the force the persons displaced through such cause shall be re-employed in reverse order in which they were discharged before other help may be employed. Upon demand, the foreman shall give the reason for discharge in writing within 72 hours. Persons considered capable as substitutes by foremen shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior rights in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen. Employees legally discharged according to the provisions of this section, except to reduce the force, may be reinstated at the option of the foreman. Provided, an employee discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office longer than six months. Garnishment of wages shall not be a cause for discharge.

Grievance Committee

85 A Grievance Committee of four members shall be maintained. It shall consist of two members selected by the Publishers and two members selected by the Union. A vacancy for any cause shall be filled immediately by the party in whose representation the vacancy occurs.

To this committee shall be referred for settlement any dispute (except as provided in section 86—Appeal from Discharge) arising under this contract between a signatory publisher and the Union if such dispute cannot be settled by conciliation between the Union and the Publisher involved.

Conditions prevailing prior to a dispute shall be maintained pending final decision.

The Committee shall meet within seven days from the date on which any party signatory hereto raises an issue in writing and indicates that a meeting is desired, and shall proceed promptly to settle the dispute.

If the Committee reaches a decision, it shall be final and binding on all parties to the dispute.

If the Committee fails to reach an agreement within ten days from the date on which the dispute is referred to it, the members of the Committee shall select a fifth and impartial member to act as chairman. The decision of the majority of this board of five shall be final and binding; provided any decision on any issue shall not be retroactive to

a date earlier than the date on which the issue is raised; provided, further, this board shall have jurisdiction only over controversies properly and specifically referred to it, and its decisions cannot abridge the fundamental rights reserved by and to the signatory publisher and the Union.

Should the four members fail to agree on a chairman within seven days, he shall be selected by the presiding Judge of the Appellate Division of the Supreme Court for the First or Second Department.

It is agreed that local union laws not affecting wages, hours or working conditions, and the [1947] *1948* General Laws of the International Typographical Union, shall not be subject to arbitration.

Nothing herein obligates either party to arbitrate differences respecting a succeeding contract.

Appeal From Discharge

86 When [a member] *an employee* is discharged for any of the foregoing reasons and such action is contested *by such employee* [in] or *in his* behalf [of the member affected,] by any party to this contract, the contention shall be referred directly to the Grievance Committee without any intervening action. After considering all of the evidence in connection with the reason assigned for discharge, effort at agreement shall be made, and if a decision is reached it shall be final, and shall be so accepted by both parties to the controversy. If agreement cannot be reached the Grievance Committee shall select a fifth member, and the decision of the committee as thus made up shall be final. The Committee, or the fifth man, in rendering a decision shall take into consideration all the facts and conditions surrounding the discharge and shall give due weight to the record of the man discharged. Should the four members of the committee fail to agree on a chairman within seven days, he shall be selected by the presiding Judge of the Appellate Division of the Supreme Court for the First or Second Department. Where discharges are made for reasons other than stated in Section 84 (Employment, Discharge, Priority), and the aggrieved [member] *employee* appeals, *on his motion* the procedure shall be in accordance with the I.T.U. law in force at date of signing agreement. An appeal from discharge must be filed [by the Union] *by the employee or by the Union* with the Publishers' Association within 30 days of the date of discharge.

Machinist Apprentices

New Section:

Publishers covered by this agreement shall, at their option, be entitled to machinist's apprentices, such machinist apprentices shall be in addition to printer apprentices elsewhere provided for in this agreement, and the ratio of such machinist apprentices, and plans and regulations governing their technical training, shall be worked out by a Joint Committee appointed for that purpose and shall be put into effect immediately upon approval of the program by the Publishers' Association of New York City, and New York Typographical Union No. 6.

If the aforementioned Joint Committee is unable to arrive at a mutually agreeable training program or if either party refuses to approve the program as outlined by the Joint Committee, then the matter shall be referred to the Grievance Committee, under this contract, for determination.

New Section:

Joint Supervisory Commission

The Publishers party hereto are mindful of the historic rights of the Union, and the Union is equally mindful of the historic rights of Management. In light of their expressed determination to abide by the law both parties desire to preserve these rights to the greatest possible extent. They recognize that this will call for a large degree of confidence and good faith if present operations are to be carried on without violation of the law or of this contract.

Consequently, in order that these mutual objectives may be attained, the parties hereby establish a special Joint Supervisory Commission to be composed of two persons from the Union and two persons from the Publishers' Association.

Establishment of the Joint Supervisory Commission is not intended to substitute for the Grievance Committee established in the contract for the handling of normal questions and grievances. To the Joint Supervisory Commission, therefore, shall be referred only questions arising from the new relationship between the parties as brought about by new law; any questions arising with respect to application or interpretation of the mutual guarantees recited in Section ( ) hereof; and matters with respect to

new composing room devices. All such matters shall be referred to this commission alone, and without intervening action by either party, unless the parties involved, otherwise have been able to reach a mutually satisfactory agreement.

The Joint Supervisory Commission shall formulate its own rules of procedure. In formulating such rules or in any of its deliberations, if the four-man Commission cannot decide an issue a fifth person shall be added to the Commission, to act as Chairman and vote in order that a majority decision may be possible. Should the four regular members of the Commission be unable to agree upon a fifth member, he shall be appointed by the presiding judge of the Appellate Division of the New York Supreme Court for the First or Second Department.

Any finding of a majority of the Commission shall be final and binding.

New Section:

Jurisdiction

It is mutually agreed insofar as lawfully possible that the jurisdiction of the Union heretofore recognized shall be preserved. It is the intent of the parties that this contract shall neither take away from nor add to such jurisdiction.

This jurisdiction is defined as including all composing room work in newspaper composing rooms covered by this contract and includes hand compositors, type-setting machine operators, make-up men, bank men, proofreaders, machinists for type-setting machines, operators and machinists on all mechanical devices which cast or compose type or slugs, operators for perforating tape for use in composing or producing type, and no employer shall make any other contract covering such work.

Such work in the composing room shall be performed only by apprentices and journeymen except as hereinafter provided in Section 81; provided, this shall not be construed as abridging in any manner the right of the Publisher, at his option, to have installations made by experts, nor to interfere with the temporary services of qualified and experienced traveling inspectors and repairmen.

New Section:

Mutual Guarantees

Because of the enactment of the Labor-Management Relations Act of 1947 this contract differs from its immedi-

ate predecessor and from contracts between these parties over a period of many years. (Especially, this agreement eliminates closed shop, struck work, and certain other provisions of preceding agreements historically subject to collective bargaining because they no longer are permissible under the federal law. These provisions are appended hereto as an appendix to, but not as a part of, this contract.)

It is understood and agreed, however, for the duration of this contract, that if any provision as shown in the appendix hereto, and as modified from the preceding contract or excluded from this contract solely because of the restrictions of law, no longer is held to be inoperative, either by legislative enactment or by decision of the court of highest recourse, then such provision automatically shall become a part of this contract, to the extent permitted, and be in force and effect as though it had been originally made a part hereof.

To the best knowledge and belief of the parties this contract now contains no provision which is contrary to federal or state law or regulation. Should, however, any provision of this agreement, at any time during its life, be in conflict with federal or state law or regulation then such provision shall continue in effect only to the extent permitted. In event of any provision of this agreement thus being held inoperative, the remaining provisions of the agreement shall, nevertheless, remain in full force and effect.

(Statement of Intent was put into the minutes of the nineteenth meeting on April 8th. Not a part of the contract.)

(Matter in italics is new. Matter in brackets is to be omitted.)

[Third column of Exhibit 92.]

Executive Council's Recommended Alterations

No alteration from Scale Committee's recommended proposal.

Contract
between
Publishers' Association of New York City
Acting on Behalf of Each of the
Publishers Named Below and
Typographical Union Number Six

1 Contract and Scale of Prices made and entered into by and between the Publishers' Association of New York City as agent of the following individual Publishers, signatory hereto: New York Times, New York Herald Tribune, New York Journal-American, Mirror, News, New York

Post, The Sun, New York World-Telegram, Wall Street Journal, Long Island Star-Journal, Long Island Daily Press, Brooklyn Eagle, The Home News, hereinafter called the Publishers, and New York Typographical Union No. 6, hereinafter called the Union.

Party of the first part hereby, recognizes the party of the second part as the exclusive bargaining representative of all employees covered by this agreement. The words "employee" and "employees" when used in this contract apply to journeymen and apprentices.

(Matter in bold face [italics here] is alterations suggested by the Executive Council. Matter in brackets is to be omitted on instructions from the Executive Council.)

Considerations

2 The Publishers agree to employ or continue in employment *only* journeymen and apprentices in the composing rooms of the Publishers in accordance with the terms of this agreement, *except as provided in sections* 56 *and* 81.

The Union offers to furnish as many competent skilled workmen as may be required by each office for the operation of its composing room, such help to be furnished by the Union at the scale of wages and under the conditions set forth in this contract.

Duration of Contract

3 No alteration from Scale Committee's recommended proposal.

Laws

4 Both parties agree that their respective rights and obligations nder this contract will have been accorded by the performance and fulfillment of the terms and conditions thereof and that the complete obligation of each to the other is expressed herein. It is understood and agreed that the General Laws of the International Typographical Union in effect January 1, 1948, not in conflict with this contract or with federal or state law shall govern relations between the parties on conditions not specifically enumerated herein.

Nothing contained herein shall be construed to interfere in any way with the creation or operation of any rules not in conflict with federal or state law or this contract, *by* any chapel *or by* the Union for the conduct of its [Publishers for the conduct of its or their] own affairs.

Precedents

5 No alteration from Scale Committee's recommended proposal.

No Deviation

6 No alteration from Scale Committee's recommended proposal.

Definition of Newspaper Work

7 No alteration from Scale Committee's recommended proposal.

Wage Scale and Hours

8 No alteration from Scale Committee's recommended Proposal.

Day Work, Day Rates—Night Work, Night Rates

9 No alteration from Scale Committee's recommended proposal.

Full Day's Pay

10 No alteration from Scale Committee's recommended proposal.

All Time Work—No Stints

11 No alteration from Scale Committee's recommended proposal.

Starting Time

12 No alteration from Scale Committee's recommended proposal.

12-Hour Interim

13 No alteration from Scale Committee's recommended proposal.

Lunch Time

14 No alteration from Scale Committee's recommended proposal.

Evening Newspapers, Sunday Morning Editions

15 No alteration from Scale Committee's recommended proposal.

Payment of Wages

16 No alteration from Scale Committee's recommended proposal.

Pay Day of Slid Members

17 No alteration from Scale Committee's recommended proposal.

Overtime

18 No alteration from Scale Committee's recommended proposal.

Distribution of Overtime

19 No alteration from Scale Committee's recommended proposal.

Taking Overtime Off

20 No alteration from Scale Committee's recommended proposal.

Overtime Prohibited Before or on Slide Day

21 No alteration from Scale Committee's recommended proposal.

Holidays

22 No alteration from Scale Committee's recommended proposal.

Vacations

23 No alteration from Scale Committee's recommended proposal.

Suspension or Merger Pay

24 No alteration from Scale Committee's recommended proposal.

Employment of Regulars

25 No alteration from Scale Committee's recommended proposal.

Number of Regular Situations

26 No alteration from Scale Committee's recommended proposal.

Lay-Off of Regulars

27 No alteration from Scale Committee's recommended proposal.

Priority Preference

28 No alteration from Scale Committee's recommended proposal.

Departments—Transfers

29 No alteration from Scale Committee's recommended proposal.

Transfers Between Shifts

30 No alteration from Scale Committee's recommended proposal.

Priority During Necessary Absence

31 No alteration from Scale Committee's recommended proposal.

Hiring of Extras

32 No alteration from Scale Committee's recommended proposal.

Rate of Pay for Extras

33 No alteration from Scale Committee's recommended proposal.

Employment of Substitutes

34 No alteration from Scale Committee's recommended proposal.

Right of Regular and Substitute

35 No alteration from Scale Committee's recommended proposal.

"Sub" and Extra Not Allowed

36 No alteration from Scale Committee's recommended proposal.

Transferred to Book and Job Work

37 No alteration from Scale Committee's recommended proposal.

Newspaper Scale in Job Office

38 No alteration from Scale Committee's recommended proposal.

Reproduction of Matter Set in Job Office

39 No alteration from Scale Committee's recommended proposal.

Reproduction of Advertising

40 No alteration from Scale Committee's recommended proposal.

Pick-Ups

41 No alteration from Scale Committee's recommended proposal.

Transfer of Matter

42 No alteration from Scale Committee's recommended proposal.

Proofreading

43 No alteration from Scale Committee's recommended proposal.

Proofreaders Not Responsible

44 No alteration from Scale Committee's recommended proposal.

Learners on Machines

45 No alteration from Scale Committee's recommended proposal.

New Devices

46 No alteration from Scale Committee's recommended proposal.

Struck Work

47 No alteration from Scale Committee's recommended proposal.

Composition to Non-Union Offices

48 No alteration from Scale Committee's recommended proposal.

Competency of Operators

49 No alteration from Scale Committee's recommended proposal.

Rules Governing Machine Tenders

Classification of Monotype Machines

50 No alteration from Scale Committee's recommended proposal.

On Monotype Machines

51 No alteration from Scale Committee's recommended proposal.

Duties on Linotype Machines

52 No alteration from Scale Committee's recommended proposal.

Hours

53 No alteration from Scale Committee's recommended proposal.

Overtime

54 No alteration from Scale Committee's recommended proposal.

Cannot Do Outside Work

55 No alteration from Scale Committee's recommended proposal.

Helpers

56 No alteration from Scale Committee's recommended proposal.

Rules Governing the Employment of Apprentices

Ratio

57 No alteration from Scale Committee's recommended proposal.

Registration—Supervision

58 No alteration from Scale Committee's recommended proposal.

Selection of Apprentices

59 No alteration from Scale Committee's recommended proposal.

Term and Qualifications

60 No alteration from Scale Committee's recommended proposal.

Foremen Must Test Ability

61 No alteration from Scale Committee's recommended proposal.

Advancement

62 No alteration from Scale Committee's recommended proposal.

Operation of Machines

63 No alteration from Scale Committee's recommended proposal.

First Year Duties

64 No alteration from Scale Committee's recommended proposal.

2nd Year Duties

65 No alteration from Scale Committee's recommended proposal.

3rd Year Duties

66 No alteration from Scale Committee's recommended proposal.

4th Year Duties

67 No alteration from Scale Committee's recommended proposal.

5th Year Duties

68 No alteration from Scale Committee's recommended proposal.

6th Year Duties

69 No alteration from Scale Committee's recommended proposal.

Wage Scale

70 No alteration from Scale Committee's recommended proposal.

Overtime Prohibited

71 No alteration from Scale Committee's recommended proposal.

Discharge

72 No alteration from Scale Committee's recommended proposal.

Resignation or Discharge

73 No alteration from Scale Committee's recommended proposal.

Apprentices' Attendance at School

74 No alteration from Scale Committee's recommended proposal.

Time for School Attendance

75 No alteration from Scale Committee's recommended proposal.

Employers to Pay Tuition

76 No alteration from Scale Committee's recommended proposal.

Apprentice to Pay Tuition

77 No alteration from Scale Committee's recommended proposal.

Accorded Priority

78 *An apprentice who has completed his term of apprenticeship and has received a certificate of competency, duly attested by the Joint Apprenticeship Committee shall be placed at the bottom of the priority list in the office in which he or she is working.*

Application of Rules

79 No alteration from Scale Committee's recommended proposal.

Joint Apprentice Committee

80 No alteration from Scale Committee's recommended proposal.

Miscellaneous Help

81 No alteration from Scale Committee's recommended proposal.

Health and Sanitation

82 No alteration from Scale Committee's recommended proposal.

Complaints

83 No alteration from Scale Committee's recommended proposal.

Employment, Discharge, Priority

84 The operation, authority, and control of each composing room shall be vested exclusively in the office through

its representative, the foreman, who shall be a member of the Union. In the absence of the foreman, the foreman-in-charge shall so function.

In hiring new journeymen employees the foreman must recognize priority, as follows:

First: Regular situation holders.

Second: Subject to established hiring practices in departmental offices, other journeymen who have worked in the composing room.

[Third: Journeymen with experience in other composing rooms in Greater New York.]

Third: Journeymen concerning whose competency the foreman has no reason to doubt or journeymen who have registered for employment after having their competency tested and certified by the Joint Examining Board under procedures established by the School for Printers' Apprentices of New York City. Foremen may not exclude as candidates for employment any individuals who establish competency.

Foremen may discharge employees (1) for incompetency, (2) for neglect of duty, (3) for violation of office rules, which shall be kept conspicuously posted and shall in no way abridge the civil rights of employees or their rights under accepted I.T.U. laws, and (4) to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed, either as regular employees or as extra employees as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cause shall be re-employed in reverse order in which they were discharged before other help may be employed. Upon demand the foreman shall give the reason for discharge in writing within 72 hours. Persons considered capable as substitutes by foremen shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen. Employees legally discharged according to the provisions of this section, except to reduce the force, may be reinstated at the option of the foreman. Provided, an employee discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office longer than six months. Garnishment of wages shall not be a cause for discharge.

Grievance Committee

85 In view of the fact that certain matters are to be referred to a Joint Supervisory Commission, the parenthetical clause in the second paragraph of Section 85 should be altered to read:

"(except as provided otherwise herein)"

In order to afford a means of enforcing the agreement without resort to the NLRB or the courts the following should be added to Section 85:

In the event either party to the dispute refuses to accept and comply with a decision of the Joint Standing Committee, all aid and support to the firm or employer or member or members of the Union refusing such acceptance and compliance shall be withdrawn by both parties to this agreement and the contract may, by the other party, be declared null and void as affecting such firm or employer or member or members of the Union.

Appeal From Discharge

86 No alteration from Scale Committee's recommended proposal.

Attention is called to a new section headed "Machinist Apprentices," wherein it is provided that the ratio of machinist apprentices and plans and regulations governing their technical training may finally be left to the determination of an arbitration board. This dangerous provision should be eliminated.

New Section:

Jurisdiction

It is mutually agreed insofar as lawfully possible that the jurisdiction of the Union heretofore recognized shall be preserved. It is the intent of the parties that this contract shall neither take away from nor add to such jurisdiction.

This jurisdiction is defined as including all composing room work in newspaper composing rooms covered by this contract and includes hand compositors, type-setting machine operators, make-up men, bank men, proofreaders, machinists for type-setting machines, operators and machinists on all mechanical devices which cast or compose type or slugs, operators for perforating tape for use in composing or producing type, operators of photo type-setting machines, and operators of machines such as varitypers, the product of which is used in printing, and no employer shall make any other contract covering such work.

Such work in the composing room shall be performed only by apprentices and journeymen except as hereinafter provided in Sections 56 and 81; provided, this shall not be construed as abridging in any manner the right of the Publisher, at his option, to have installations made by experts, nor to interfere with the temporary services of qualified and experienced traveling inspectors and repairmen.

New Section:

Mutual Guarantees

It is the purpose and intent of the Publishers' Association of New York City and its individual members to continue the co-operative and mutual relations with the Union which have existed since 1907.

Because of the enactment of the LMRA of 1947, this contract differs from its immediate predecessor and from contracts between these parties over a period of many years. It is therefore understood and agreed that if any provision of the preceding contract affecting the closed shop or struck work as modified from the preceding contract or excluded from this contract may legally be adopted because of either a legislative enactment or by a decision of the court of highest recourse, then such provision automatically shall become a part of this contract, to the extent permitted, and be in force and effect as though it had been originally a part hereof.

To the best knowledge and belief of the parties this contract now contains no provision which is contrary to federal or state law or regulation. Should, however, any provision of this agreement, at any time during its life, be held by a court of competent jurisdiction to be in conflict with federal or state law or regulation, then such provision shall continue in effect only to the extent permitted. In event of any provision of this agreement thus being held inoperative, the remaining provisions of the agreement shall, neverthless, remain in full force and effect.

The Publishers having assured the Union—and herewith reiterate—that:

1. They have no intention to use any law as an instrument to destroy the Union or to jeopardize the Union's security.

2. They have no desire or intent to disturb a mutually beneficial composing room relationship.

3. They have no disposition or intent to change the historical practice of employing as foremen members of the Union.

4. They have every desire and intention to protect the priority rights which have accrued to members of the Union through length of employment.

5. Insofar as possible without violation or circumvention of the law, they have every determination not to provoke disputes with respect to Union jurisdiction, Union security, and the Union's position on the handling of struck work.

6. It is the intent of the Publishers to cooperate fully with the Union in bringing about contractually the maximum of Union security now available—or which may later be made available to the Union under the law.

New Section:

The parties further agree that: No employee covered by this contract shall be required to cross a picket line established because of an authorized strike by any other subordinate union of the International Typographical Union.

New Section:

In the event of the introduction of any process, machinery, or equipment affecting composing room work as herein defined not in use at the date of this contract is effective, or any such process, machinery or equipment used as an evolution of or substitute for current processes, machinery or equipment, all questions concerned with the method of operation and the complement of men required shall be determined by the Joint Supervisory Commission. This Commission shall have the power to investigate, hear evidence and decide the method of operation and complement of men for any above-mentioned processes or machinery or equipment. It is mutually agreed that in submitting this question to a fifth man he shall be governed by the agreement of the parties that none but journeymen, as defined in this contract, shall be permitted to work on any such processes, machinery or equipment except as provided elsewhere in this agreement for the training of apprentices.

Limitation of Liability

New Section:

It is agreed that the procedures for the settlement of any differences or grievances arising under this contract are exclusive, and in consideration of the mutual undertakings

herein contained, it is agreed by and between the parties hereto that the only recourse each may have against the other for any damages alleged to be in breach of this contract shall be to the Joint Standing Committee provided herein and that no award for damages shall in any event exceed the sum of $25; provided that such limitation of $25 shall not apply to claims for wages.

(Matter in italics is alterations suggested by the Executive Council. Matter in brackets is to be omitted on instructions from the Executive Council.)

To the Members of Typographical Union No. 6:

The following is a report of your Officers and the Newspaper Scale Committee to the members of New York Typographical Union No. 6 on the status of the newspaper scale negotiations to date.

After twenty-three meetings with the Publishers a tentative agreement was reached with them on Thursday, April 15th, which provided for a $9.00 weekly increase. This would bring the day shift scale to $99.00, night shift $104.00, lobster shift $109.00.

On Friday evening, April 16th, the following telegram was received from the Executive Council:

> "The proposal of the Newspaper Publishers of New York for a contract reached us late Friday. Partial examination indicates it cannot be approved as complying with I.T.U. laws and collective bargaining policy. Therefore Section 2, Article 3, I.T.U. General Laws must be complied with and you are advised not to submit the proposal to the Union for action until further negotiations have resulted in a contract proposal which can be so approved."

At the April 18th meeting of the Union the following motion was presented:

> "Moved, that this meeting accept the proposed newspaper contract recommended by the Officers, Scale Committee and the Executive Committee, and, if accepted, the Officers and Scale Committee of No. 6 be instructed to meet with representatives of the New York Publishers Association to negotiate compliance with any legal corrections which may be received from the I.T.U. Executive Council."

On the appeal from the decision of the Chair the meeting decided not to entertain the motion.

Then a motion was made and prevailed:

"Moved to defer action on the Newspaper Scale until we receive further instructions from the I.T.U."

Late on the afternoon of April 20th, we received a letter from the Executive Council, which was also sent to all Newspaper Chapels, outlining the alterations necessary for Executive Council approval.

The alterations and new sections were presented to the Publishers at a meeting on the morning of April 21st.

The Union Committee was informed by the Publishers that they were well acquainted with the instructions sent from the Executive Council and that the alterations and new sections were unacceptable. At that time they stated they saw no necessity for further meetings but if the Union desired one they would be available.

Immediately upon adjournment your Officers and Newspaper Scale Committee sent the following telegram to the Executive Council:

"After joint session today with representatives of Publishers Association, Officers and Newspaper Scale Committee of Typographical Union No. 6 are convinced further negotiations locally would be futile. Report and letter asking I.T.U. assistance will follow?"

GENERAL COUNSEL'S EXHIBIT 93

Statement, by President Woodruff Randolph, to the Newspaper Publishers' Association of New York City, May 10, 1948:

Gentlemen:

We are present at this time at the request of the officers of New York Typographical Union No. 6, ostensibly pursuant to Article XIX ITU By-Laws as follows. My functions are circumscribed and limited by that by-law which provides:

> "In the event of a disagreement between a subordinate union and an employer, which, in the opinion of the local union, may result in a strike, such union shall notify the President, who shall, in person or by proxy, investigate the cause of the disagreement and endeavor to adjust the difficulty."

In complying with the request to attend these discussions the I.T.U. President had assumed that the local officers and scale committee had agreed to recommend acceptance by the membership of the publishers' proposal. However, at the outset of our meeting on May 7, 1948, Mr. Lane, speaking for the Publishers, informed President Randolph that the Publishers had made no proposal to the local union but on the contrary the Publishers had agreed to a proposal made by the local union officers and scale committee. The Publishers' agreement was predicated upon favorable recommendation by the local officers and Newspaper Scale Committee, and adoption by New York Typographical Union No. 6. President Victory confirmed this statement by Mr. Lane.

This new information made it necessary to review the entire situation in the light of I.T.U. law and procedure. More particularly it was necessary to ascertain whether the lawful rights of the membership had been respected and what authority, if any, the International President possessed under Article XIX, I.T.U. By-Laws, in this situation.

We find this condition:

1. The membership of New York Typographical Union has not adopted a proposal to be submitted to the Newspaper Publishers of New York City.

2. The Publishers Association of New York City has not made a complete proposal of a new contract to New York Typographical Union No. 6.

3. Hence, there does not exist a "disagreement between a subordinate union and an employer" within the meaning of I.T.U. laws. Such a "disagreement" can exist only when a proposed agreement (a) has been adopted by the membership of the local union, (b) has been approved by the President of the I.T.U. as complying with I.T.U. Laws and (c) has been presented to the publishers.

4. Plainly, until such a "disagreement between a subordinate union and an employer" exists, the I.T.U. President is without authority to participate in these discussions.

5. It will be necessary that New York Typographical Union No. 6 lay the proper legal background before calling upon the President of the ITU to perform the duties referred to above. If and when that course has been followed, the President of the I.T.U. will be glad to make an effort to adjust the difficulty, should one arise.

We desire to emphasize these fundamental propositions:

1. The officers of the I.T.U. do not possess and do not assert the power to act as a collective bargaining agent. They participate in local negotiations only in strict conformance with I.T.U. Laws, at the explicit request of the local to act in an advisory capacity on behalf of the local. They do not and cannot initiate or accept proposals on their own independent of local authorization and ratification. When properly called upon to assist in negotiations they may receive employer proposals, discuss their desirability and transmit them to the Union for adoption or rejection by secret ballot.

2. It is our declared and sincere intention fully to comply with the injunction issued by Judge Swygert, as well as with all applicable laws.

3. It is our announced purpose to exert such influence and authority as we may possess to the end that good faith collective bargaining between the New York Publishers' Association and New York Typographical Union No. 6 will result in a term agreement containing lawful clauses that amply protect the legitimate interests of all parties.

It is to be sorely regretted that our attempts to achieve that desirable objective have been impeded by excessive conduct on the part of others.

During the past two weeks attorneys for the ANPA and the General Counsel of the NLRB have injected themselves into the New York newspaper negotiations by the crude and unwarranted method of cross examining President Ran-

dolph with respect to recent developments in New York, despite the obvious lack of connection between such developments and a complaint that was issued last year. The members of the Union will readily realize that the I.T.U. is being persecuted by governmental and ANPA agencies for selfish and ulterior purposes.

The insistence by the Publishers Association of New York City that the union offer a proposed contract while itself refusing to offer a proposal is in line with ANPA practice which the I.T.U. characterizes as a refusal to bargain.

If the Publishers' Association of New York City is sincere in its declarations of good will and intentions there is no reason why an amicable settlement cannot be worked out.

It is with such a result in mind that the matter of a proposal for a new agreement is referred to New York Typographical Union No. 6 for action as provided by the laws of the I.T.U.

GENERAL COUNSEL'S EXHIBIT 94

Publishers' Proposal

Mutual Guarantees

Because of the enactment of the Labor-Management Relations Act of 1947 this contract differs from its immediate predecessor and from contracts between these parties over a period of many years. Specifically, this agreement eliminates closed shop, struck work, and certain other provisions of preceding agreements historically subject to collective bargaining because they no longer are permissible under the federal law. These provisions are appended hereto as an appendix to, but not as a part of, this contract.

It is understood and agreed, however, for the duration of this contract, that if any provision as shown in the appendix hereto, and as modified from the preceding contract or excluded from this contract solely because of the restrictions of law; no longer is held to be inoperative, either by legislative enactment or by decision of the court of highest recourse, then such provision automatically shall become a part of this contract, to the extent permitted, and be in force and effect as though it had been originally made a part hereof.

To the best knowledge and belief of the parties this contract now contains no provision which is contrary to federal or state law or regulation. Should, however, any provision of this agreement, at any time during its life, be in conflict with federal or state law or regulation then such provision shall continue in effect only to the extent permitted. In event of any provision of this agreement thus being held inoperative, the remaining provisions of the agreement shall, nevertheless, remain in full force and effect.

March 2, 1948.

GENERAL COUNSEL'S EXHIBIT 95

(Copy)

Joint Statement of the Representatives of the Printers League Section of the New York Employing Printers Association and International Typographical Union and New York Typographical Union No. 6

Today negotiators representing the International Typographical Union and its New York local, No. 6, reached an understanding with the negotiating committee of the Printers League Section of the New York Employing Printers Association on the issues which had previously prevented discussion of the terms of a complete contract. This understanding will be recommended by the union and the employers' group for adoption by their respective memberships as soon as agreement is reached on all terms for a complete contract.

Representing the union at the meetings in the office of the City's Labor Relations Division were Woodruff Randolph, president, and Elmer Brown, second vice-president of the International Typographical Union, and Laurence Victory, president of New York Typographical Union No. 6.

Representing the employers were A. F. Oakes, president of the Printers League Section, Don H. Taylor, executive vice-president of the New York Employing Printers Association, and the following members of the League's Composing Room Scale Committee: Frank N. Ehrenberg, Sampson R. Field, Siegfried Hamerow, C. E. Ruckstuhl, Bertram Wolff and H. Wayne Oakley.

According to the Union, the basic concern of the Union has been the inclusion of provisions in any contract made, under which the security of the Union can be assured and the preservation of established conditions not contrary to any State or Federal Law.

According to the Employers, the concern of the Employers has been the making of a contract for a definite term sufficient to establish the basis for a stable economic condition and to do so within the requirements of law.

The Negotiators reached an understanding that, in the event all other terms and conditions of the contract can be agreed to, certain sections shall be included covering the basic matters above mentioned.

It is the belief of the Negotiators of the Organizations above mentioned that under conditions existing in New

York, and with the full cooperation and confidence of the parties involved, the harmonious and successful conditions heretofore enjoyed can be continued. To that end the Negotiators will continue their efforts to reach a full agreement on all matters usually covered in a collective bargaining agreement.

The text of the basic provisions which make possible the conclusion of a complete agreement are as follows:

Statement of Intent:

In concluding this agreement with Typographical Union No. 6 it is the purpose and intent of the Printers League Section of the New York Employing Printers Association, Inc., and its individual members to continue the cooperative and mutual relations with the Union which have existed since 1908. It will be the League's purpose to maintain all prior practices in the operations of its composing rooms to the fullest extent permitted by the law, and to provide the maximum possible union security. The League and its members will not undertake any activity which will in any sense undermine or jeopardize the Union's strength or security or the well being of its members. It is the intent of the League and its members to limit composing room work to jobs obtained on a normal account basis. It is agreed periodically and on specific request to review procedures and developments in the industry in the light of the above pledge and undertaking. It is understood and agreed moreover that if any provision of the previous contract, excluded from this contract solely because of the restrictions of the law is determined either by a legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then the parties shall immediately enter into discussions with a view to the restoration of such clause.

Jurisdiction.

The jurisdiction of the Union is defined as including all composing room work in shops covered by this contract and includes classifications such as hand compositors, typesetting machine operators, make-up men, bank men, stonehands, proofreaders, machinists for typesetting machines, operators and machinists on all mechanical devices which cast or compose type or slugs; operators for perforating tape for use in composing or producing type and operators of photo typesetting machines, and neither the league nor

any member shall make any other contract covering such work classifications.

The work of the composing room shall be performed only by apprentices and journeymen. Apprentices only may be employed in accordance with the ratio of apprentices to journeymen provided in Section ..... of this contract. Since it is the desire and intent of the parties to assure in so far as possible the continued maintenance of a high degree of skill in the journeymen classifications and a correspondingly high degree of quality and quantity of production, it is mutually agreed that journeymen are defined as: (1) employees who have completed approved apprentice training as provided in this contract; (2) journeymen members of the Union; or (3) applicants for work in a composing room who, upon reference to the School by a member of the League secures a certificate of competency duly issued under procedures established by an examining board at the School for Printers Apprentices as provided in Section 94 of this agreement.

It is mutually agreed notwithstanding the foregoing that office boys (not apprentices) may carry proofs and copy, and sort and put away leads, furniture, cuts and plates; set pi and handle and prove type on galleys, but shall not set, make-up nor distribute type, nor break up forms, nor act as bankmen.

Employment

40. Composing room employees shall be employed, receive orders from, disciplined, laid off and discharged by the foreman and by none other. In the absence of the foreman he shall designate and post who will be the foreman during his absence; provided, that nothing in this section shall interfere with instructions being given by others for the proper execution of a job, when same is deemed necessary by the foreman.

41. Applications for work by others than those holding priority rights in the composing room must be made only to the foreman, who is the only person having the authority to employ and assign journeymen in the composing room. Provided, that nothing in this section shall be construed to conflict with the rights of journeymen holding situations to employ competent substitutes without consultation or approval of foreman. Provided, further, however, that any regular intending to take time off and put on a substitute

shall notify the foreman the day before, except in cases of emergency.

Section 72

In the event of the introduction of any process, machinery or equipment effecting composing room work as herein defined not in use in League plants at the date this contract is effective, or any such process machinery or equipment used as an evolution of or substitute for current processes machinery or equipment, all questions concerned with the method of operation and the complement of men required shall be determined by a commission made up of two representatives of the League and two representatives of the Union, the fifth man to be selected by the four in the case of a deadlock. If the four cannot agree upon the fifth he shall be selected by the presiding judge of the Appellate Division of the Supreme Court for the first or second department. This commission shall have the power to investigate, hear evidence and decide the method of operation and complement of men for any above-mentioned process or machinery or equipment. It is mutually agreed that in submitting this question to a fifth man he shall be governed by the agreement of the parties that none but journeymen, as defined in this contract, shall be permitted to work on any such processes, machinery or equipment except as provided elsewhere in this agreement for the training of apprentices.

Local Union and Chapel Rules

Nothing contained herein shall be construed to interfere in any way with the creation or operation of any rules not in conflict with law or this contract of any chapel or of the union for the conduct of its own affairs.

I.T.U. Laws

(c) It is understood and agreed that the General Laws of the International Typographical Union, in effect January 1, 1948, not in conflict with law or this contract, shall govern relations between the parties on conditions not specifically enumerated herein.

Picket Line

No employee covered by this contract shall be required to cross a picket line established because of an authorized strike by any other subordinate union of the International Typographical Union.

To Follow Section 106 of Part 7 of Contract:

"Settlement of Disputes and Interpretation."

In the event that either party to the dispute refuses to accept and comply with the decision of the Joint Standing Committee all aid and support to the firm or employer or member or members of the Union refusing such acceptance and compliance shall be withdrawn by both parties to this agreement and the contract shall be null and void as affecting such firm or employer or member or members of the Union.

Statement of Woodruff Randolph, President of the International Typographical Union.

"The cooperative spirit of the Printers League Section of the New York Employing Printers Association has been the key to unlocking the deadlock to a collective bargaining agreement in New York City.

While the language used and procedures agreed upon for inclusion in a complete contract differ from language and procedures heretofore offered by the Union, the results promise to meet our needs so far as possible considering the hazards of the Taft-Hartley Law.

Our efforts and understandings call for a large degree of confidence and good faith by all parties to any complete agreement which may be reached.

The attitude of employers elsewhere which has resulted in strikes has been to make no adequate proposals for the security of the union and the insistence on vague generalizations as to such matters while retaining for themselves all perogatives of the Taft-Hartley Law.

Statement by Don H. Taylor, Executive Vice-President, New York Employing Printers Association

We are happy to say that the obstacle which has prevented effective negotiation between New York Typographical Union No. 6 and the Printers League Section has been overcome. We believe the understanding we have reached is completely within the law.

On the basis of this understanding, we now can enter into a contract covering all issues for a fixed term as has been customary in the industry.

The Printers League Section was organized 41 years ago to deal with the printing trades unions and always has been willing to give the unions the maximum security permit-

ted under the law. The League has always been firm in its conviction that written labor contracts for a fixed term are essential to the economic stability of the industry. But the League also has recognized that such contracts, quite properly make an important contribution to union security as well.

This year our normal relationship with the union representing composing room employees was disturbed as a result of the International Typographical Union's concern that its security was threatened by the Taft-Hartley law.

We believe that out of this experience may well come an added recognition of the value of collective bargaining. We are sure the union now recognizes that we have both an appreciation of its problems and a cooperative spirit. The understandings reached cover points on which the Printers League at all times has been willing to agree and we now know that the problem was one which reasonable men working in a calm atmosphere could have worked out several months ago.

Office of the Division of Labor Relations

For Immediate Release

March 18, 1948:

Mr. Theodore W. Kheel, Director of the Division of Labor Relations, today issued the following statement in connection with the dispute involving the Printers League Section of the New York Employing Printers and Local 6, of the International Typographical Union, A. F. of L.

"I have witnessed all of the negotiations between the Employers and the representatives of the International Typographical Union and Local 6. Because of the importance of this dispute, I think that the public should know that these negotiations were conducted with the utmost of good faith and sincerity by all of those who participated.

"At the very outset, each side agreed to try to understand the problems facing the other side and to devise solutions to these problems that would be mutually satisfactory and wholly within the law.

"The negotiations which ensued were conducted intelligently, and without rancor, with a view towards defining the problems and formulating solutions. These negotiations have now been concluded in a manner satisfactory to both sides, both as to substance and as to the application of existing laws.

"There still remains, of course, the economic issues, principally wages, which the parties have not yet discussed but are starting at once. I am confident that, with the same good faith and mutual desire to understand the other side's problems, the parties will be able to reach a satisfactory agreement on wages without further delay."

GENERAL COUNSEL'S EXHIBIT 96

Proposal

This is a proposal by the Publishers' Association of New York City to New York Typographical Union No. 6. It is an expansion of one made by the Publishers on March 2. It further embodies matters discussed with the Union representatives on March 23, when it was mutually recognized that a so-called formula between the Union and New York Employing Printers Association in many respects would not be applicable to newspaper problems. It was then that the Union invited the Publishers to submit a revised proposal. What is here offered to the Union clears the way for speedy agreement on a contract to replace that which expires March 31, 1948.

The Publishers further propose that both parties agree that all differences that cannot be composed by negotiation be submitted to arbitration, and the Publishers urge the Union to join them in agreeing that both parties be bound by the outcome of such arbitration.

* * * * * * *

Proposed Joint Agreement

Paragraph 1: Commitment and Intent

To the maximum extent possible under law New York Typographical Union No. 6 and the Publishers' Association of New York City, as agent, extend for a period of two years from April 1, 1948, to March 31, 1950, their contract expiring March 31, 1948, with only such changes as are hereinafter noted.

This contract extension is a joint commitment to continue without interruption the present relationship between the Union and the Publishers with respect to the composing rooms of Association Newspapers, insofar as is lawfully possible.

The Publishers party hereto are mindful of the historic rights of the Union, and the Union is equally mindful of the historic rights of Management. In light of their expressed determination to abide by the law both parties desire to preserve these rights to the greatest possible extent. Jointly the parties recognize, therefore, that matters of Union jurisdiction, the question of handling struck work, certain phases of Union security, and the manpower needs

and production requirements of the Publishers call for a large degree of confidence and good faith if present operations are to be carried on without violation of the law or of this mutual commitment.

In order that these mutual objectives may be attained, the parties hereby establish a special Joint Supervisory Commission to be composed of two persons from the Union and two persons from the Publishers' Association. Establishment of this Commission constitutes a mutually binding commitment to settle peacefully and without interruption of an orderly relationship between the parties, or between the employer and the employees, and and all questions arising by virtue of the language and intent of Paragraphs 1, 2, 3, and 4 of this document, and of the Supplement of Rules. All such matter shall be referred to this Commission alone, and without intervening action by either party, unless the parties involved otherwise have been able to reach a mutually satisfactory agreement.

If the four-man Commission cannot decide an issue a fifth person shall be added to the Commission, to act as Chairman and vote in order that a majority decision may be possible. Should the four regular members of the Commission be unable to agree upon a fifth member, he shall be appointed by the presiding judge of the Appellate Division of the New York Supreme Court for the First or Second Department.

Any finding of a majority of the Commission shall be final and binding on both parties and shall be enforceable in any Court of Law or Equity.

Establishment of the Joint Supervisory Commission is not intended to substitute for the Grievance Committee established in the contract for the handling of normal questions and grievances.

Paragraph 2: Maximum Union Security

The Publishers have expressed complete willingness, when and if the Union qualifies under the law, to enter into the maximum arrangement for Union security, namely, inclusion of a clause making union membership compulsory thirty days following initial employment. Upon application by the Union, therefore, such maximum Union security automatically shall become a part of this agreement.

Paragraph 3: Mutual Guarantees

Because of the enactment of the Labor-Management Relations Act of 1947 this contract differs from its immediate

predecessor and from contracts between these parties over a period of many years. Specifically, this agreement eliminates closed shop, struck work, and certain other provisions of preceding agreements historically subject to collective bargaining because they no longer are permissible under the federal law. These provisions are appended hereto as an appendix to, but not as a part of, this contract.

It is understood and agreed, however, for the duration of this contract, that if any provision as shown in the appendix hereto, and as modified from the preceding contract or excluded from this contract solely because of the restrictions of law, no longer is held to be inoperative, either by legislative enactment or by decision of the court of highest recourse, then such provision automatically shall become a part of this contract, to the extent permitted, and be in force and effect as though it had been originally made a part hereof.

To the best knowledge and belief of the parties this contract now contains no provision which is contrary to federal or state law or regulation. Should, however, any provision of this agreement, at any time during its life, be in conflict with federal or state law or regulation then such provision shall continue in effect only to the extent permitted. In event of any provision of this agreement thus being held inoperative, the remaining provisions of the agreement shall, nevertheless, remain in full force and effect.

Paragraph 4: Supplement of Rules

The parties herewith create and append to the extended contract a supplement of rules for carrying out the spirit in which this agreement is made. Whenever any matter covered in the Mutual Guarantees lawfully may become a part of the agreement itself, then such matter shall take the place of and do away with the substitute practice followed under the Supplement of Rules.

Paragraph 5: Other Changes

Note: This part of the agreement will include all changes with relation to wages, hours, etc., worked out in collective bargaining.

If the parties so agree, this section also will include provision for an interim wage opening at the end of the first year of the contract.

* * * * * *

Supplement of Rules:

Note: Following is a digest of rules proposed by the Publishers:

1. Foremen: (a) There is no disposition to change the historic practice of employing as foremen members of the Union.

(b) The foreman shall be the representative of the Publisher in matters of hiring, discipline and discharge. In his absence the foreman-in-charge shall so function.

(c) Foremen may not give orders or exercise authority contrary to contract provisions or the law.

2. Right of Substitution: Situation holders may designate their own substitutes so long as they are competent workmen. Except in emergency, situation holders shall give notice before making such substitution.

3. Hiring of Men: In hiring new journeymen employees foremen must recognize seniority, as follows:

First: Regular situation holders.

Second: Other journeymen who have worked in the department.

Third: Journeymen with experience in other composing rooms in Greater New York.

Fourth: Journeymen concerning whose competency the foreman has no reason for doubt or men who have registered for employment after having had their competency tested by qualified and impartial examiners named by the New York City Board of Education. Foremen may not exclude as candidates for employment any individuals who establish competency.

4. The Publishers are willing to agree that 1948 I.T.U. laws shall govern relations between the parties on conditions not specifically enumerated in the contract, only insofar as such laws do not conflict with federal or state law or the contract and only inasmuch as the application of such I.T.U. laws does not broaden the contractual jurisdiction of the Union or grant to the Union any condition heretofore subject to collective bargaining.

March 26, 1948.

GENERAL COUNSEL'S EXHIBIT 97

March 29, 1948

Declaration of Intent

In making the attached proposal to New York Typographical Union No. 6, it is the purpose and intent of the Publishers' Association of New York City and its individual members to continue the cooperative and mutual relations with the Union which have existed since 1907.

The Publishers have assured the Union—and herewith reiterate—that:

1. They have no intention to use any law as an instrument to destroy the Union or to jeopardize the Union's security.
2. They have no desire to disturb a mutually beneficial composing room relationship.
3. They have no disposition to change the historical practice of employing as foremen members of the Union.
4. They have every desire to protect the priority rights which have accrued to members of the Union through length of employment.
5. Insofar as possible without violation or circumvention of the law, they have every determination not to provoke disputes with respect to Union jurisdiction, Union security, and the Union's position on the handling of struck work.
6. It is the intent of the Publishers to cooperate fully with the Union in bringing about contractually the maximum of Union security now available—or which later may be made available—to the Union under the law.

In making this declaration of intent the Publishers wish to continue historic relationships with New York Typographical Union No. 6. They recognize that this will require a large degree of mutual confidence and good faith. To the Union they pledge such confidence and such faith.

GENERAL COUNSEL'S EXHIBIT 99

Submitted at the 12th Negotiating Meeting, March 31, 1948

Contract
between
Publishers' Association
of New York City
Acting on Behalf of Each of the
Publishers Named Below
and
Typographical Union Number Six

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1 Contract and Scale of Prices made and entered into by and between the Publishers' Association of New York City as agent of the following individual Publishers, signatory hereto: New York Times, New York Herald Tribune, New York Journal-American, Mirror, Journal of Commerce, News, New York Post, The Sun, New York World-Telegram, Wall Street Journal, Long Island Star-Journal, Long Island Daily Press, Brooklyn Citizen, Brooklyn Eagle, The Home News, hereinafter called the Publishers, and New York Typographical Union No. 6, hereinafter called the Union.

Declaration of Intent

It is the purpose and intent of the Publishers' Association of New York City and its individual members to continue the cooperative and mutual relations with the Union which have existed since 1907.

The Publishers assure the Union that:

a. They have no intention to use any law as an instrument to destroy the Union or to jeopardize the Union's security.

b. They have no desire or intent to disturb a mutually beneficial composing room relationship.

c. They have no disposition or intent to change the historical practice of employing as foremen members of the Union.

d. They have every desire and intention to protect the priority rights which have accrued to members of the Union through length of employment.

e. Insofar as possible without violation or circumvention of the law, they have every intention not to provoke disputes with respect to Union jurisdiction, Union security, and the Union's position on the handling of struck work.

f. It is the intent of the Publishers to cooperate fully with the Union in bringing about contractually the maximum of Union security now available—or which later may be made available—to the Union under the law.

In making this declaration of intent the Publishers will continue historic relationships with New York Typographical Union No. 6. They recognize that this will require a large degree of mutual confidence and good faith. The Publishers and the Union pledge such confidence and such faith to each other.

Duration

To the maximum extent possible under law New York Typographical Union No. 6 and the Publishers' Association of New York City, as agent and on behalf of its members as enumerated hereinafter, extend for a period of one year from April 1, 1948, to March 31, 1949, their contract expiring March 31, 1948, with only such changes as are hereinafter noted.

Either party desiring to modify or terminate this agreement shall, at least 60 days prior to the expiration date, give notice in writing to the other party. Negotiations shall be immediately entered into and proceed with all due diligence. When modifications are desired, a brief outline of such modification shall accompany the written notice.

Local Union and Chapel Rules

Nothing contained herein shall be construed to interfere in any way with the creation or operation of any rules not in conflict with law or this contract by any chapel or by the union for the conduct of its own affairs.

I.T.U. Laws

It is understod and agreed that the General Laws of the International Typographical Union, in effect January 1, 1948, not in conflict with law or this contract, shall govern relations between the parties on conditions not specifically enumerated herein.

Picket Line

No employee covered by this contract shall be required to cross a picket line established because of an authorized strike.

No Deviation

No deviation from the terms of this contract shall be allowed by any party hereto unless by joint agreement between the contracting parties. And it is further provided that when any deviation from this contract by a signatory Publisher is called to the Union's attention by the Publishers' Association of New York City in writing and same is not corrected within 30 days after notice, then any member of the Publishers' Association shall be entitled to put into effect the same conditions.

Definition of Newspaper Work

Under this heading is included all work coming within the scope of Typographical Union No. 6 for publications of any description classified as dailies. It also includes all work done by journeymen and apprentices in a composing room that is operated, owned and controlled by the same individual, firm or corporation, that owns and controls the composing room for the production of its daily or its own additional publications that are germane to or are recognized as sections of the regular daily publication. All other work which is not germane to and not supplemental to or a part of the regular daily publication is job work. Work which is owned and controlled by the owner of the composing room is newspaper work.

Jurisdiction

The jurisdiction of the Union is defined as including all composing room work in shops covered by this contract and includes classifications such as hand compositors, typesetting machine operators, make-up men, bankmen, proofreaders, copyholders, machinists for typesetting machines, operators and machinists on all mechanical devices which cast or compose type or slugs, operators for perforating tape for use in composing or producing type and operators of photo typesetting machines, and neither the Publisher nor any member shall make any other contract covering such work classifications.

In the event of the introduction of any process, machinery or equipment affecting composing room work as herein defined not in use in newspaper plants on the date this contract is effective, or any typesetting process, machinery or equipment used as an evolution of or substitute for current processes, machinery or equipment, all questions concerned with the method of operation and the complement

of men required shall be determined by a Special Joint Supervisory Commission hereinafter established.

This Special Joint Supervisory Commission shall have the power to investigate, hear evidence and decide the method of operation and complement of men for any new process or machinery or equipment referred to in Paragraph —. It is mutually agreed that in submitting this question to the Commission it shall be governed by the agreement of the parties that none but journeymen, as defined in this contract, shall be permitted to work on any such processes, machinery or equipment except as provided elsewhere in this agreement for the training of apprentices.

Joint Supervisory Commission

The parties shall establish a Special Joint Supervisory Commission to be composed of two persons from the Union and two persons from the Publishers' Association. The Commission shall settle any and all questions arising by virtue of the provisions of Sections A, B, C, D, E and F of Paragraph — of this agreement and of the Supplement of Rules attached hereto. All such matter shall be referred to this Commission alone, and without intervening action by either party, unless the parties involved otherwise have been able to reach a mutually satisfactory agreement.

If the four-man Commission cannot decide an issue a fifth person shall be added to the Commission, to act as Chairman and vote in order that a majority decision may be possible. Should the four regular members of the Commission be unable to agree upon a fifth member, he shall be appointed by the presiding judge of the Appellate Division of the New York Supreme Court for the First or Second Department.

In the event that either party to the dispute refused to accept and comply with the decision of the Special Joint Supervisory Commission, all aid and support to the firm or employer or member or members of the Union refusing such acceptance and compliance shall be withdrawn by both parties to this agreement and the contract may be declared null and void by the contesting parties as affecting such firm or employer or member or members of the Union.

Employment

Employees shall be employed, receive orders from, disciplined, laid off and discharged by the foreman and by none other. In the absence of the foreman he shall desig-

nate and post who will be the foreman during his absence.

Applications for work by others than those holding priority rights in the composing room must be made only to the foreman, who is the only person having the authority to employ and assign journeymen in the composing room. Provided, that nothing in this section shall be construed to conflict with the rights of journeymen holding situations to employ competent substitutes without consultation or approval of foreman.

Definition of Journeymen and Apprentices

The work of the composing room shall be performed only by apprentices and journeymen. Apprentices only may be employed in accordance with the ratio of apprentices to journeymen provided in Section — of this contract. Since it is the desire and intent of the parties to assure in so far as possible the continued maintenance of a high degree of skill in the journeymen classifications and a correspondingly high degree of quality and quantity of production, it is mutually agreed that journeymen are defined as: (1) employees who have completed approved apprentice training as provided in this contract; (2) journeymen members of the Union; or (3) applicants for work in a composing room who, upon reference to the School by a member of the Publishers Association, secures a certificate of competency duly issued under procedures established by an examining board at the School for Printers Apprentices as provided in Section — of this agreement.

It is further agreed that the office boys (not apprentices) may carry proofs and copy, and handle and prove type on galleys, but shall not set, make-up nor distribute type, nor break up forms, nor act as bankmen.

Wage Scale and Hours

(For Journeymen)

Day Shift—$3.446 per hour; $22.40 for a shift of 6½ hours; $112.00 for a week of five days.

Night Shift—$3.790 per hour; $24.64 for a shift of 6½ hours; $123.20 for a week of five nights.

Third Shift—$4.106 per hour; $24.64 for a shift of 6 hours; $123.20 for a week of five shifts.

Machine tenders to receive $1 per shift in addition to above rates.

Daily Newspaper Scale

6½ hours shall constitute a day's work; five days shall constitute a week's work.

6½ hours shall constitute a night's work; five nights shall constitute a week's work.

6 hours shall constitute a third (lobster shift); five shifts shall constitute a week's work.

Six and one-half continuous hours (exclusive of 30 minutes for lunch) between the hours of 8 a. m. and 6 p. m. shall constitute a day shift.

Six and one-half continuous hours (exclusive of 30 minutes for lunch) between the hours of 6 p. m. and 4 a. m. shall constitute a night shift.

Six continuous hours (exclusive of 30 minutes for lunch) between the hours of 2 a. m. and 10 a. m. shall constitute a third (lobster) shift.

Employees on day shifts when called to work at or before 6 a. m., $3 extra shall be charged in addition to the overtime; and when called to work before 8 a. m., $2 extra shall be charged in addition to the overtime. On evening newspapers publishing six days, Sunday work shall be triple price.

Day Work, Day Rates—
Night Work, Night Rates

Employees engaged at day work for morning newspapers shall receive day rates (subject to third shift provisions). Members employed at night for evening newspapers shall receive night rates (subject to third shift provisions).

Full Day's Pay

In no case shall less than a day's pay be paid to any employee of the Union.

All Time Work—No Stints

All work shall be time work, and no stints shall be allowed; no office rules shall be established to the contrary.

Starting Time

The time each situation holder starts work shall be designated by the office and shall be the same each day during the week.

Assistant foreman on each shift when serving as foreman on days or nights when regular shift foreman is off

may be required to start work at the time scheduled for the regular shift foreman, and shall be governed in all conditions provided for foremen while acting as such shift foreman.

14-Hour Interim

On morning and evening newspapers 14 hours must intervene between the time of quitting and starting work, but no member of the Union shall be allowed to work more than 10 hours in any 24.

Lunch Time

The foreman shall not send an employee to lunch until he has worked at least three hours, nor shall the foreman keep an employee more than four hours from starting time before allowing lunch, except in cases of emergency. A second lunch time shall be allowed when more than one hour overtime is required.

Evening Newspapers, Sunday Morning Edition

Employees on evening newspapers publishing Sunday editions, except as hereinafter provided for, shall receive not less than $3.446 per hour—$22.40 per day. Six and one-half continuous hours (exclusive of 30 minutes for lunch) shall constitute a day's work, the hours to be between 8 a. m. and 6 p. m. The rate for Saturday night shall be not less than $25.64 per night of five and one-half continuous hours (exclusive of 30 minutes for lunch), the hours to be between 3 p. m. and 12 midnight. All employees working Saturday and Saturday night shall receive $5.00 extra. Overtime on Saturday night shall be not less than $5.27 per hour. Extras working on Saturday night only may begin work at 3 p. m. or any time thereafter until and including 7 p. m. Extras to receive $2.00 per day or night in addition to the above scale. When holidays occur on Saturday and the paper is not published, the rate for Saturday night shall be $27.64. Employees called to work on Sunday between 8 a. m. and 4 p. m. shall be paid triple price, but in no case shall an employee receive less than a day's pay. When called at or before 6 a. m., $3.00 extra shall be charged in addition to the overtime, and when called before 8 a. m., $2.00 extra shall be charged in addition to the overtime. In any office where Saturday night is the slide night for the entire night or third shift, work on Saturday night shall be paid for at triple price.

Payment of Wages

Payment of wages shall be made weekly in cash of convenient denominations not later than 48 hours after the close of the composing room fiscal week.

Pay Day of Slid Members

When any slide day of members falls on pay day the slid member shall be paid on the preceding day during the same hours as the regular pay day.

Overtime

Overtime, which shall apply to work done before as well as after the hours specified, shall be paid for at the rate of double time based on the hourly rate received.

Overtime shall be computed in 15-minute periods. No employee shall be required to work overtime while there are substitutes available.

When overtime is required by the office and the needs of the office have not been filled, it shall be the duty of the chairman, upon demand by the foreman, to provide, insofar as is practicable, employees from the current shift in the particular classifications to work such required overtime.

Should the Union charge that an employee is being required to work overtime unnecessarily, this shall be considered a grievance to be adjusted in accordance with ITU Law.

Overtime is not to be requirely solely as a means of avoiding the employment of extras.

When an employee is required to work on a regular off-day or off-night or a sixth shift in a financial week he shall be paid overtime rate. For work on the seventh shift triple price shall be paid.

Distribution of Overtime

All overtime to be distributed by the foreman equally as far as practicable. In the event of a charge that a foreman is showing discrimination in this connection, this will be considered a grievance and it will be the duty of the chairman to immediately take same up with the foreman, and on failing to get a satisfactory adjustment with him, shall report the matter to the officers of the Union who shall take the matter up with the management.

Taking Overtime Off

Employees working in excess of the unit of hours established as a regular shift must receive the overtime rate for all such excess time. The overtime rate shall not be less than one and one-half times the regular rate, based upon the hourly wage paid: Provided, in case of foremen performing executive or clerical work exclusively and in extreme emergencies, such as fire, flood or disaster, overtime may be waived.

Overtime Before or on Slide Day

On morning and evening newspapers no employee shall be compelled to work overtime at the end of the night or day preceding his slide day, nor at the beginning of the night or day following his slide day. This shall not apply on Saturdays to the day or night shift or in emergencies.

Holidays

36A The following holidays (or days celebrated as such) shall be observed: New Year's Day, Lincoln's Birthday, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day and Christmas.

For the purpose of this section holidays shall be from midnight to midnight of the day legally celebrated as such and shall apply to all shifts starting within these hours.

Holidays for newspapers, not publishing on the holiday, shall extend for 24 hours from the beginning of the night shift on the night before the holiday.

Situation holders required to work on holidays shall receive not less than triple time for the regular shift worked and thereafter double at the holiday rate. Situation holders who are not required to work on a holiday which falls on a day when they normally would have been scheduled to work shall receive a single shift's pay at straight time rates. When a holiday falls on an employee's day off, he shall be given an additional day off (with pay), in his fiscal week, except that in emergencies due to a shortage of men, the entire slide day may be designated in the following week. There shall be no duplication of holiday payments on the same working shift.

It is the intention of this section that all situation holders shall receive ten holidays with pay.

Vacations

36B The following provisions shall govern the granting of vacations with pay during each current calendar year.

(a) Employees who have held situations during an entire calendar year shall be entitled to three weeks' vacation with pay during the succeeding calendar year.

(b) Substitutes having more than one year's priority and less than two years' priority shall be entitled to one week's vacation with pay. Substitutes having more than two years' priority and less than three years' priority shall be entitled to two weeks' vacation with pay. Substitutes with three or more years' priority shall be entitled to three weeks' vacation with pay.

Substitutes holding a situation for less than a year shall receive one day's vacation for each seventeen-day unit worked as a situation holder. In figuring the number of vacation days if there is a remainder constituting less than a seventeen-day unit, the member shall be given the remainder on a pro-rata basis of a day's pay. Where an employee's priority vacation credits exceed the vacation credits of his part-time situation, he shall receive that vacation credit which gives him the greatest number of days' vacation.

(c) An employee who goes on a leave which permits him to maintain his priority in the office, or whose priority is maintained during necessary absence as permitted in Section 36L, shall be granted, upon application to the office, the vacation due for service in the previous year, provided arrangements are made for taking the required time off. An employee who is inducted into the Armed Forces of the United States, or who retires on pension, or who is admitted as a resident of the Union Printers' Home, or dies, or an employee who for any reason terminates his employment with the office, shall be granted the vacation due up to the date he ceases to be an employee of the office. Cash payments in lieu of actual vacations will be made only to employees on leave as provided herein whose priority standing in the office remains intact during their temporary or necessary absence and to employees going on pension or who die (to next of kin) or an employee who for any reason terminates his employment.

(d) No employee allowed a vacation under this section shall put on a substitute for any part of his paid vacation

period nor shall the Publisher be required to replace employees on vacation.

(e) The vacation schedule shall be arranged so that members with superior priority shall have first choice of a vacation. The days of the vacation period shall be consecutive. The vacation period shall be between May 1 and September 30. This does not prohibit a foreman from permitting a member to take his vacation outside the stated period.

(f) Vacations with pay are to be taken in addition to any time taken off by employees on account of accumulated overtime or for any other reason.

(g) Vacation pay shall be paid to a member at the same rate he would receive if he were working.

(h) When a holiday falls within a member's vacation period, he shall be given an additional day off with pay as a part of his vacation.

(i) In arranging the vacation schedule, members with superior priority employed in the same classification and on the same shift shall have first choice of vacation period.

Severance Pay

36C Any employee who has had a regular situation for more than one year who is laid off to reduce the force shall receive dismissal pay on the basis of one week's pay for each year of continuous employment.

In the event of merger, consolidation or permanent suspension of publication by any newspaper employing members of Typographical Union No. 6, all employees who lose employment thereby shall receive severance pay as follows:

Employees having six months priority standing, six (6) weeks' pay.

Employees having one year or more priority standing, twelve (12) weeks' pay.

Such severance pay shall be at the employee's regular straight time rate of pay. Priority standing shall be as recorded on the books of chapel officers at the time of such suspension, merger or consolidation.

Employment of Regulars

36D The selection by foremen of their forces from day to day, or not having any regular situation in an office, is prohibited. Foremen must give out such number of situa-

tions as are needed to meet office requirements. Employment other than a regular situation shall be classed as extra work.

Number of Regular Situations

36E. Five days of 6½ hours each (exclusive of 30 minutes for lunch) shall constitute a day situation; five nights of 6½ hours each (exclusive of 30 minutes for lunch) shall constitute a night situation; five shifts of 6 hours each (exclusive of 30 minutes for lunch) shall constitute a lobster shift situation and no fewer days shall constitute a situation.

Lay-Off of Regulars

In reducing force regular situation holders shall not be laid off until the end of the regular composing room fiscal week. Notice of such lay off shall be given either to the employee, chairman or acting chairman at least 24 hours before the close of such week; provided, the office shall not be required to give such previous notice when absent members are returning to their situations.

Priority Preference

When new situations are created, when new shifts are instituted, or when starting times or slide days are to be changed the foreman must give first consideration to employees with superior priority in the same classification and in the same composing room. If such consideration does not result to the satisfaction of a claimant holding superior priority, upon application by the Union the matter shall be referred to the Grievance Committee. When an employee with superior priority is given a new situation, shift, starting time, or slide day, the vacancy thereby occasioned may be claimed by employee in the same classification with superior priority, but once such vacancy is filled there shall be no further claim or moves.

Departments—Transfers

No departments shall be recognized except by agreement between the office and the chapel, but in no case shall a foreman transfer a person to a department he is not familiar with and then declare him incompetent.

To meet office necessities any employee may be transferred from the classification for which he has been hired, but such transfer shall not be for more than one-half of

his time, except to meet bona fide emergencies. Provided, in one department offices where situations, when created, are consistently given out on a strict priority basis regardless of classification, and where extras, when engaged, are consistently engaged regardless of classification (in compliance with extra work contract provisions) there shall be no restrictions on transfers.

When departments are not recognized by agreement with the local Union, no employee shall be discharged to reduce the force or for incompetency while there is work in the office he is competent to do and to which his priority entitles him. Provided, that any employee demanding transfer to another department under this section shall be required to designate the class of work which he is competent to do, and having demanded and accepted such transfer he shall not be exempt from discharge for incompetency in the department in which he has declared his competency.

Transfers Between Shifts

Regulars may be transferred by mutual consent from shift to shift whever the exigencies may require it. If such transfers cannot be arranged by mutual consent then the men must be transferred according to their priority standing in the office.

Regulars transferred from one shift to another for the convenience of the office must be returned to their original shift, if they so desire, before other situations, doing the same class of work, are added to that shift. A regular desiring to be transferred back to his original shift shall at the time of initial transfer signify his desire to the foreman in writing (with copy to chapel chairman) and can exercise his right only at the time the first situations on said original shift are added following his transfer. Such retransfer shall be made at the beginning of the next financial week. Provided, a regular transferred to another shift because of the peculiarity of the work involved can be retransferred only with the consent of the foreman, but if a request for a retransfer is refused and the regular feels he is entitled to such retransfer under the provisions of this section, and so contends, his request shall be handled as a grievance.

Chairman shall remain on or be transferred to largest shift on request.

The provisions of this section are not retroactive and apply only to regulars involuntarily transferred under the terms of this section.

Priority During Necessary Absence

(a) Any employee engaged to serve the International Typographical Union, a subordinate union or to perform work in the interest of the organized labor movement shall not be deprived of his priority standing while so employed. An employee so engaged shall employ while absent the priority substitute competent to perform the work and upon reporting for duty full priority rights shall be restored.

(b) Available priority substitute must be placed on all situations after situation holder has been absent from his situation for a period of thirty calendar days. Provided, should a substitute with greater priority become available, such substitute shall be placed on said situation.

(c) Any employee incapacitated by illness shall not lose his priority in the office in which he is employed.

(d) In cases where members are admitted as residents of the Union Printers' Home, or who enlist in or are called for active service in the regular army or navy in time of war, or enlist for active service in the army or navy of any country that may be allied with the United States in a war for a common cause, or members of the National Guard or Canadian Militia who may be ordered to war, or any member whose civilian services may be requisitioned by the War or Navy Departments, or those who may actively engage in war work for the American Red Cross, Red Cross Societies of the Allies, Knights of Columbus, the Salvation Army, Young Men's Christian Association, Army Specialist Corps, or any recognized organization of a similar character, their situations and/or priority standing shall be protected and upon reporting for duty the situations and/or priority standing formerly held by these employees shall be restored to them; provided that, in the case of situation holders, their situations shall be given to them only at the beginning of the regular composing room fiscal week.

(e) No regular shall be entitled to absent himself for a continuous period of more than 90 days without the written consent of the foreman and on the 91st day of such continuous absence without the written consent of the foreman, the situation shall be declared vacant. Returning to work on the 91st day and working for a period of more than 15 regular working days in each calendar month of the three consecutive months immediately following his absence, shall relieve the employee from the imposition of the penalty for extended absence.

(f) A situation holder or substitute having established priority standing may engage in pursuits other than composing room work for a period not to exceed 90 days in any twelve months' period without loss of situation or priority; provided employees exercising this privilege shall employ the priority substitute competent to perform the work.

(g) Any regular signifying his intention to return to work after 91 days' continuous absence which does not forfeit his situation under the provision of this section shall be restored only at the beginning of the next composing room fiscal week.

Hiring of Extras

Extras may be put on in machine offices either day or night and may be put on at one hiring or separate daily hirings for not to exceed three days or nights in any one week, if others are available. When, in accordance with the above, an extra is hired for more than one day or night, he must, if he fails to work for the period for which he is hired, supply a substitute. In giving out extra work, situation holders discharged to reduce the force, who have established in the office their competency to perform the work in question, must be re-employed in order of priority standing.

Rate of Pay for Extras

Extras shall receive for each shift $1.75 in addition to the regular scale.

Employment of Substitutes

Foreman shall not select or designate a substitute. The regular or substitute shall be the person to select his own substitute, and shall in no way be responsible for the work performed by the same, but no foreman shall be compelled to accept a substitute who is incompetent or otherwise incapacitated, and if the regular's or substitute's selection should fail to appear on time or should be incapacitated, the foreman shall direct the chairman to select or designate another substitute. A substitute selected according to the foregoing provisions shall receive a regular day's pay.

Rights of Regular and Substitute

Foremen shall not designate any particular day, nor how many days, a regular or his substitute shall work in any one week. No substitute shall be barred from work in an office for failure to show up when not under engagement.

"Sub" and Extra Not Allowed

No "Sub" shall be allowed to fill a situation and work as an extra on morning or evening newspapers on the same day.

Transferred to Book and Job Work

Employees engaged on daily publications transferred to work coming under the "Scale of Prices for Book and Job Work," shall be paid the highest prevailing scale of wages for the shift on which the work is performed. In no case shall employees engaged on daily publications transferred to book and job work be required to work more hours than are called for by the "Scale of Prices for Newspapers," unless they be paid scale on overtime for the highest price work performed.

Newspaper Scale in Job Office

On advertisements or other matter set for daily newspapers in job offices the difference between the job and newspaper scale must be paid.

Reproduction of Advertising

The union prescribes no obligation or duty for, or on behalf of, its members to work on any particular product not wholly produced in the shop in which they work. The union hereby reserves to each member the right to exercise any legal prerogative he may have to act individually in the quitting of his employment or to work only when he considers himself able to do so. The union accepts no obligation as regards the number of men needed to do the volume of work required by the office. It shall be the duty of union members to produce as original matter, and to the same effect and standards, all matter inserted in the paper meeting the following description:

Any advertisement originally set within the jurisdiction of aforesaid union; any advertisement, wherever set, advertising the business of any concern that is in the local field.

The foreman of the composing room shall make such matter available within 4 days.

The union considers it an unfair labor practice for an office to deprive union members of work by requiring or permitting advertisers to supply mats or plates of local advertising. Union members are not required to be a party to such practices.

Newspaper Scale in Job Office

On advertisements or other matter set for daily newspapers in job offices the difference between the job and newspaper scale must be paid.

Reproduction of Matter Set in Job Office

The practice of interchanging, exchanging, borrowing, lending or buying of matter, either in form of type or matrices between newspapers or job offices not owned by the same individual, firm, or corporation, and published in the same establishment, is unlawful and shall not be allowed, provided, that the reproduction as nearly like the original as possible of such type, matrices, or plates in type within four working days of publication shall be deemed a compliance with this law.

Reproduction of Advertising

All type matter in local advertisements, when matrices, cuts, type matter or plates are furnished the office instead of copy, shall be reset as nearly like the original as possible within four working days of publication. A local advertisement is construed to be:

(a) The advertisement of any concern, firm or corporation distinctively a New York concern, where such advertising is not identical with and a part of a general advertising campaign.

(b) The advertising of any New York retail concern, firm or corporation (except a factory branch store) selling more than one sort of merchandise direct to the consumer. All advertising not answering this description shall be deemed out-of-town advertising and need not be reset.

(c) Type-matter in local advertisements as determined above when reproduced by the photo-engravers processes must be reset. Provided, it shall not be necessary to reset hand lettered portions of such advertisements, or rotogravure advertisements.

(d) Financial offerings of securities advertising other than local issues shall not be reset.

Pick-Ups

The office is entitled to all "pick-ups" of any character whatsoever. Matter once paid for shall always remain the property of the office. "Kill" marks shall not deprive the office of "pick-ups."

Transfer of Matter

Offices publishing morning and evening papers have the right to use advertisements and reading matter set up for the morning paper in the evening paper, and vice versa, or in both.

Proofreading

On all matter set for daily newspapers when proofs are read and copy held, the work shall be done by members of the Union. Proofreaders shall not be held responsible for errors when a copyholder is not furnished.

Proofreaders Not Responsible

No member of the Union shall be held financially responsible for errors occurring in an advertisement, nor shall any member of the Union be held responsible for errors appearing in railroaded matter.

Learners on Machines

Journeymen and apprentices engaged in offices where machines are introduced must have the exclusive privilege of learning and becoming familiar with their operation. No obstruction or restriction whatever shall be placed upon or stand in the way of learners other than that they are not practical printers. When an office introduces machines it shall take present journeymen and apprentices of the chapel and instruct them.

New Devices

Except as otherwise provided in this contract, only journeymen and apprentices shall be employed in installing, operating and maintaining all mechanical devices which cast, compose or impose type or slugs; perforate tape for use in composing or producing type or slugs; operated manually or automatically; provided, this shall not be construed as abridging in any manner the right of the Publisher, at his option, to have installations made by experts, nor to interfere with the temporary services of traveling inspectors and repairmen, such inspectors and repairmen to be possessed of journeyman working cards.

Competency of Operators

No man shall be deemed a competent machine operator unless he sets a minimum of 4,500 ems of solid nonpareil corrected matter per hour from straight narrative copy

free from intricacies and impediments, either as to short takes, long waits or long walks. In offices where the body type of the newspaper is other than nonpareil, 4,200 ems of minion or 4,000 ems of brevier shall be the test under the same conditions as stipulated above.

Rules Governing Machine Tenders

Classification of Monotype Machines

Two monotype keyboards shall be classed as one machine.

On Monotype Machines

Two or more Monotype casting machines shall call for a machine tender.

Duties of Linotype Machines

A machine tender shall have charge of all repairs on type-setting or type-casting machines in plants of four (4) machines or more. On all shifts when more than three (3) type-setting or type-casting machines are in operation a machine tender must be employed and shall have charge of all repairs. Only journeyman machine tenders shall make repairs or adjustments.

A machine tender shall not be required to service more than ten (10) machines in operation on any shift. When eleven (11) machines up to nineteen (19) machines are in operation a second machine tender shall be employed. Thereafter an additional machine tender shall be employed for each six (6) machines or major fraction thereof. For the purpose of this section a machine shall be considered in operation when an employee is working on it.

Two Elrods, two Ludlows or two power proof presses or other similar machines or combinations of one each shall be classed as one Linotype, one Intertype or one Monotype machine. Six power saws or miters or a combination thereof or any combination of one Elrod, Ludlow, power proof press or similar machines and three (3) saws or miters shall constitute a Linotype, Intertype or one Monotype machine.

Hours

The regular working time of a machine tender shall be of as many hours as are the regular hours of the operators in the office employed in operating the machines.

Overtime

All time worked before or after these hours shall be considered as overtime and shall be charged at the rate for overtime as set forth in this scale of prices.

Cannot Do Outside Work

No machine tender on type-setting or type-casting machines holding a regular situation in an office will be permitted to attend to the repairs on machines in any office other than the situation in which he is employed, except in case of emergency, all such cases to be reported to the chairman and to the president of the Union as soon as possible.

Helpers

Assistants to machine tenders shall be classed as helpers. All offices of 4 machines or more shall be entitled to employ one helper to each machine tender employed, who shall not be allowed to start, repair, oil, clean, change or adjust machines, or clean space bands and plungers.

Machine tenders or machine tenders' helpers shall not be allowed to operate machines casting slugs that take ink in printing, provided, this does not apply to type-casting machines.

Rules Governing the Employment of Apprentices

Ratio

In newspaper offices, apprentices may be employed in the ratio of one to every fifteen men or a majority fraction thereof, but not more than five shall be permitted in any office.

Supervision

Apprentices shall at all times be under the direction of the foreman.

Selection of Apprentices

When new apprentices are employed, the said apprentices shall be selected from the regular list of unemployed apprentices from newspaper offices; provided, that the employer shall give first consideration to the boy oldest in service in his office. In no case shall an apprentice be employed on the lobster shift before the fourth year of his apprenticeship.

Term and Qualifications

The term of an apprentice under this contract, unless and until there shall be a change by mutual consent, shall be six years (except as hereinafter provided), the first year to be considered one of probation, such probationer to be possessed of the following qualifications: (a) Between 18 and 25 years of age, unless otherwise mutually agreed by the parties to this contract; (b) possessed of a certificate of graduation from grammar school or its equivalent, failing which, they must undergo an educational test to be agreed upon by the parties to the contract; (c) in good health and sound physically, as certified by a mutually agreed upon physician, a nominal fee for which examination shall be paid by the Apprentice Applicant; in the event of rejection of applicant the fee shall be returned.

The Publishers' Association and the Union reserve the option of protesting the employment of any apprentice for any reason during the first two years of such employment, except where the lack of any qualifications has been mutually agreed upon. In the event of a protest by either party to this contract, the matter shall be adjusted by the Joint Apprentice Committee.

Foremen Must Test Ability

The foreman is required to test the ability of all apprentices under his charge during the first year of their service, to determine the fitness of such apprentices for the trade. The apprentice shall thereupon receive from his foreman a written statement of his qualifications, copy of which he shall file with the Committee on Apprentices. Should an apprentice be found incapable by the foreman, his registration shall then be revoked. Such revocation shall be subject to review by Joint Apprentice Committee.

Advancement

It shall be the duty of the chairman to notify the foreman when an apprentice is entitled to pass from one of the above periods to another. If the foreman and chairman cannot mutually agree as to the apprentice's qualifications to be advanced into the next period, the matter shall be referred to the Joint Committee on Apprentices, whose duty it shall be to inquire into the qualifications of said apprentice to ascertain if he meets the necessary requirements called for in the several classes of work specified for each

year of his apprenticeship, after which the Joint Committee on Apprentices shall report their findings to the foreman and the chairman, which shall in all cases be binding and final.

Operation of Machines

No apprentice shall be permitted to operate a type-setting machine in the office wherein he is employed before the beginning of the last year of his apprenticeship.

First Year Duties

Beginning with the first year an apprentice may be required to perform general work in the composing room at the discretion of the foreman; provided, that no apprentice shall be permitted to work more than twenty-five per cent of his time on the bank.

2nd Year Duties

In the second year an apprentice shall be employed at least fifty per cent of his time at hand composition, distribution, and Ludlow.

3rd Year Duties

In the third year an apprentice shall be employed at least seventy-five per cent of his time at hand composition and distribution.

4th Year Duties

In the fourth year an apprentice shall be employed at least seventy-five per cent of his time at hand composition and distribution.

5th Year Duties

In the fifth year an apprentice shall be employed at the duties of hand and Ludlow composition, distribution and make-up; provided, that not less than one-third of his time be devoted to make-up.

6th Year Duties

In the sixth year an apprentice shall devote not less than seventy-five per cent of his time setting live matter on type-setting or type-casting keyboard machines and not more than twenty-five per cent of his time to composition, distribution or make-up.

Wage Scale

The minimum scale of wages to be paid apprentices shall bear the following proportions to the full scale of the shift on which they are employed:

First year	50%
Second year	60%
Third year	70%
Fourth year	80%
Fifth year	85%
Sixth year	90%

Overtime Prohibited

No apprentice shall work overtime nor more than the prescribed number of shifts that make up a work-week for a regular situation under this contract.

Discharge

Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his case shall be investigated by the Joint Apprentice Committee for such action as they deem advisable even to the extent of revoking his registration.

Resignation or Discharge

No apprentice may leave one office and enter the service of another employer without the written consent of the Joint Apprentice Committee. When an apprentice is discharged the foreman shall at once notify the chairman of such fact, who shall investigate the cause of discharge, and if, in his opinion, the discharge is not for good and sufficient reasons he shall so report to an officer of the Union.

Apprentices' Attendance at School

Except for the first year, the last six months of the next to the last year and the first six months of the last year all apprentices on the day shift shall attend the School for Printers' Apprentices of New York one afternoon each week. If employed on the night shift they shall attend school of apprentices one night each week. In both cases time shall be paid for by the Publisher. In addition they shall be required to go one afternoon or night each week on their own time and the foreman or his representative shall not interfere with the attendance of an apprentice at the School for Printers' Apprentices on his stipulated day or night for attending same.

In the second six months of the next to the last year and the first six months of the last year the apprentice may be required to attend the school for machine instruction one afternoon each week.

If employed on the night shift, they may be required to attend the school for machine instruction one night each week. In both cases time shall be paid for by the Publisher. In addition they may be required to go one afternoon or night each week on their own time and the foreman or his representative shall not interfere with the attendance of an apprentice at the school for machine instruction on his stipulated day or night for attending same. Such attendance to be devoted to the study of machines only.

The School for Printers' Apprentices is conducted cooperatively and jointly by the Printing Employees of New York and the Union as provided in the school agreement between the Printing Employers, the Union and the Hudson Guild.

(SIC)

time necessary to wash up, dress and travel between the office where he is employed and the School.

Employers to Pay Tuition

The Employer shall pay to the School for Printers' Apprentices a tuition fee of $25.00 each year, in advance, on the first day of each and every school term while the apprentice is in employment; provided the employer shall not be required to pay the tuition fee of the apprentice if said apprentice is in the first year of his apprenticeship.

Apprentice to Pay Tuition

To maintain his apprenticeship, the apprentice must pay to the School for Printers' Apprentices a tuition of $25.00 per year, which may be paid in ten monthly installments, in advance, beginning with the first month of each and every school term.

Joint Apprentice Committee

A Joint Apprentice Committee composed of two representatives from the Publishers' Association and two representatives from the Union shall be formed to study, investigate and report and during the life of this Contract, shall interpret and administer the provisions of this Contract covering apprentices. The Committee shall have full power and authority any time during the term of appren-

ticeship to cancel the apprenticeship of an apprentice who does not show aptitude and proper qualifications for the work. This Committee shall meet jointly at the call of the Chairman of such Committee, at such time and place as may be determined by them.

It shall also be the duty of this Committee to study the question of miscellaneous help in the composing room and endeavor to make recommendations by a majority vote which will be acceptable to all parties involved and in line with the purposes set forth in Section 11, Article III, 1948 I.T.U. laws.

Miscellaneous Help

Subject to the apprentice provisions of this contract the Publisher agrees to select apprentices on merit from the miscellaneous composing room help.

Health and Sanitation

The Publisher shall furnish at all times a clean, healthful, properly heated, lighted and ventilated office for performance of work. Complaints from the Union regarding unhealthful conditions in offices may be forwarded to the Publisher or to the Publishers' Association for immediate action.—

Manually-operated machines shall be equipped in accordance with safety provisions of State and National Laws. No employee shall be required to operate a machine that is defective to the extent of being a menace to his personal safety.

Complaints

All complaints emanating from either party to this contract shall receive prompt acknowledgment and attention, and every effort shall and must be made to reach a prompt and satisfactory adjustment thereof.

Employment, Discharge, Priority

Foremen of printing offices have the right to employ help; and may discharge (1) for incompetency, (2) for neglect of duty, (3) for violation of office rules, which shall be kept conspicuously posted and shall in no way abridge the civil rights of employees or rights of members of the Union under I. T. U. laws, and (4) to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed, either as regular employees or as

extra employees as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cause shall be re-employed in reverse order in which they were discharged before other help may be employed. Upon demand, the foreman shall give the reason for discharge in writing within 72 hours. Persons considered capable as substitutes by foremen shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen. Employees regally discharged according to the provisions of this section, except to reduce the force, may be reinstated at the option of the foreman. Provided, an employee discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office longer than six months. Garnishment of wages shall not be a cause for discharge.

Grievance Committee

A Grievance Committee of four members shall be maintained. It shall consist of two members selected by the Publishers and two members selected by the Union. A vacancy for any cause shall be filled immediately by the party in whose representation the vacancy occurs.

To this committee shall be referred for settlement any dispute (except as provided in section 86—Appeal from Discharge, and those disputes specifically referred to the Special Joint Supervisory Commission as set forth in Section —) arising under this contract between a signatory publisher and the Union if such dispute cannot be settled by conciliation between the parties involved.

Conditions prevailing prior to a dispute shall be maintained pending final decision.

The Committee shall meet within seven days from the date on which any party signatory hereto raises an issue in writing and indicates that a meeting is desired, and shall proceed promptly to settle the dispute.

If the Committee reaches a decision, it shall be final and binding on all parties to the dispute.

If the Committee fails to reach an agreement within ten days from the date on which the dispute is referred to it, the members of the Committee shall select a fifth and impartial member to act as chairman. The decision of the

majority of this board of five shall be final and binding; provided any decision on any issue shall not be retroactive to a date earlier than the date on which the issue is raised; provided, further, this board shall have jurisdiction only over controversies properly and specifically referred to it, and its decisions cannot abridge the fundamental rights reserved by and to the signatory publisher and the Union.

Should the four members fail to agree on a chairman within seven days, he shall be selected by the presiding Judge of the Appellate Division of the Supreme Court for the First or Second Department.

It is agreed that local union laws not affecting wages, hours or working conditions, and the 1948 General Laws of the International Typographical Union, shall not be subject to arbitration.

Nothing herein obligates either party to arbitrate differences respecting a succeeding contract.

Appeal from Discharge

When an employee is discharged for any of the foregoing reasons and such action is contested in behalf of the employee affected, by any party to this contract, the contention shall be referred directly to the Grievance Committee without any intervening action. After considering all of the evidence in connection with the reason assigned for discharge, effort at agreement shall be made, and if a decision is reached it shall be final, and shall be so accepted by both parties to the controversy. If agreement cannot be reached the Grievance Committee shall select a fifth member, and the decision of the committee as thus made up shall be final. The Committee, or the fifth man, in rendering a decision shall take into consideration all the facts and conditions surrounding the discharge and shall give due weight to the record of the man discharged. Should the four members of the committee fail to agree on a chairman within seven days, he shall be selected by the presiding Judge of the Appellate Division of the Supreme Court for the First or Second Department. Where discharges of Union members are made for reasons other than stated in Section 84 (Employment, Discharge, Priority), and the aggrieved member appeals, the procedure shall be in accordance with the I.T.U. law in force at date of signing agreement. An appeal from discharge must be filed by the Union with the Publishers' Association within 30 days of the date of discharge.

GENERAL COUNSEL'S EXHIBIT 100

12th Meeting, March 31, 1948

Minutes of the Joint Scale Committee
Representing New York Typographical Union No. 6 and
Publishers' Association of New York City as
Agent for Certain of Its Members.

The twelfth meeting of the Joint Scale Committee was called to order by Chairman C. C. Lane, at Times Tower, 1475 Broadway, New York City, at 2:30 p. m. on Wednesday, March 31.

Those present were:

For the Publishers: C. C. Lane, J. F. Cullen, P. B. Stephens, William Mapel, Edmund Goodrich, Andrew Fisher, Robert Hunter, E. T. Burke, Thornton Hall, J. E. Martin, Theo. Newhouse, A. H. Savage, Eric Ridder, J. D. Garvey.

For the Union: Laurence H. Victory, James C. Mooney, William Ward, Walter H. Peters, Harry M. Masse, John J. McGann, John J. Landey.

The minutes of the previous meeting were read. Approval of those minutes was postponed.

President Victory submitted the following letter:

"March 31, 1948

"Mr. William Mapel, Vice-Chairman
Publishers' Association of New York City
Times Tower—1475 Broadway
New York 18, New York

"Dear Mr. Mapel:

Pursuant to the decree entered by Judge Luther M. Swygert in the matter of Evans vs. International Typographical Union on March 27, 1948, this is to notify you that previous proposals made by New York Typographical Union No. 6 to the New York Publishers' Association since August 22, 1947, are hereby withdrawn, including, without limitation, 'Conditions of Employment,' Form P-6A, 60-day cancellation clauses, and the like.

"This is to request that negotiations be continued between us, with the object of reaching a collective bargaining agreement for a definite term covering wages, hours and other conditions of employment within the terms of the decree entered in the above matter.

"It is our understanding that our meeting scheduled with you for 2:30 p. m. today at 1475 Broadway will be conducted with the foregoing statement prevailing.

"Very truly yours,

"Hand Delivery. /s/ Laurence H. Victory, President."

President Victory then submitted the Union's draft for a proposed contract, attached to which was the following statement:

"In order to facilitate negotiations and save time we hand you the attached as a tentative draft of a proposed contract.

"To our best knowledge and belief this proposal is entirely lawful. It is submitted, however, with the understanding that during negotiations we reserve the right to amend any part of it in light of current legal developments.

"Finally, in line with the customary procedure between the parties in collective bargaining, it is understood that all agreements are tentative until a complete meeting of the minds is reached on all points at issue."

The Publishers reserved the right also to make amendments or additions to or substitutions for their proposal.

The meeting adjourned at 5:00 p. m., to reconvene Friday, April 2, at 2:30 p. m.

Respectfully submitted,

John J. Landey, Secretary.

GENERAL COUNSEL'S EXHIBIT 101

Publishers' Amended Proposal
to New York Typographical Union No. 6
April 2, 1948

The Publishers herewith amend their proposal of March 26, 1948, as follows:

Paragraph 1: (a) Eliminate the word "Intent" from the heading, which then will read: "Paragraph 1: Commitment".

(b) In the third line of the first paragraph eliminate the dates "April 1, 1948" and "March 31, 1950" so that the reference will read: ". . . for a period of two years from the date of the signing of the contract".

Paragraph 3: The Publishers propose that a sub-committee of two persons from the Union and two persons from the Association prepare the subject matter of the appendix of provisions now not permissible under the law.

Paragraph 4: The Publishers propose that the foregoing sub-committee also prepare the language for the Supplement of Rules.

Note: It is understood that the subject matter prepared by the sub-committee under Paragraphs 3 and 4 must be referred to the Joint Scale Committee for action.

Paragraph 5: The Publishers propose the following changes with reference to sections of the existing contract:

Section 1: Following the name "Wall Street Journal" insert the following "(for its New York operation)". Omit Brooklyn Citizen.

Section 8: (Hours) (a) Provide that day and night shifts shall be 7½ hours rather than 7¼ hours.

(b) Add to the provisions regarding day hours the following:

> "For shifts which do not begin and end within the hours specified for day work, not less than the night rate shall be paid."

(c) Eliminate the third sentence of the final paragraph having to do with bonuses for early starts for day work.

Section 18: (Overtime) Amend the first sentence to read in full: (New wording in italics.)

> "Overtime, which shall apply to work done before as well as after hours specified, shall be paid for at the rate of time and one-half based on the salary received during the specified hours for time worked unless

otherwise provided for, *as in Section 8 in the case of day shifts starting or ending outside specified hours.*"

Section 12: Eliminate the second paragraph having to do with the $1.00 bonus for a Saturday starting time differing from regular starting time.

Section 8: (Wages) The Publishers are prepared to negotiate a reasonable wage increase to be worked out in collective bargaining.

Sections 39 and 40: (Bogus) To be eliminated.

Section 57: (Apprentice Ratio) The Publishers propose that the contract provide for a greater number of apprentices.

Sections 60 et seq: (Term of Apprenticeship) The Publishers propose that the apprenticeship period of six years be shortened contractually.

Section 28: (Priority Preference) To be eliminated.

Section 22: (Holidays) Eliminate the provision for a compensating day off when a holiday falls on a member's slide day.

Section 14: (Lunch Time) Eliminate the last sentence of the first paragraph, calling for a second lunch period when more than one hour of overtime is required.

Section 23: (Vacations) Amend to provide that vacation credits shall accrue only for shifts worked. This would permit substitutes as well as situation holders to accrue vacation credits, but only for shifts worked.

New Section: (Discipline of Foreman) Provide that no foreman may be disciplined by the Union for any act as foreman.

New Section: (Competency) Provide an adequate measurement for competency and for the maintenance of production for proofreaders as well as for journeymen print-

Section —. The language and spirit of this Agreement guarantee the prompt and faithful performance by the Union and the employer of all obligations imposed by the terms of this Agreement, all without waiting for the consideration or adjustment of any differences of opinion respecting the rights of either party. Both parties agree that whenever any difference of opinion as to the rights of either under the Agreement shall arise, or whenever any dispute as to the construction of the Agreement or any of its provisions takes place, such difference or dispute shall be promptly resolved in the manner provided in this Agree-

ment without strike, lockout, diminution, slowdown, or interruption of any kind, to the end that fruitless controversies shall be avoided, good feeling and harmonious relations be maintained, and the prosecution of the business in which the parties have a community of interest shall be assured.

GENERAL COUNSEL'S EXHIBIT 102

16th Meeting, April 5, 1948

Minutes of the Joint Scale Committee
Representing New York Typographical Union No. 6 and
Publishers' Association of New York City as
Agent for Certain of Its Members.

The sixteenth meeting of the Joint Scale Committee was called to order by Chairman C. C. Lane at the Times Tower, 1475 Broadway, New York City, on Monday, April 5, 1948, at 3:00 p. m.

Those present were:

For the Publishers: C. C. Lane, William Mapel, P. B. Stephens, J. F. Cullen, J. D. Garvey, Edmund Goodrich, John A. Bogart, Theo. Newhouse, Andrew Fisher, W. F. Crowell, Robert Hunter, Marvin Borger, J. E. Martin, Thornton Hall, E. T. Burke, A. H. Savage, Eric Ridder.

For the Union: Laurence H. Victory, Daniel J. Newman, James C. Mooney, Harry M. Masse, John J. Landey, John J. McGann, William Shannon, Walter H. Peters.

The minutes of the April 4 meeting were read and approved.

The following sub-committee recommendations for provisions of the new contract were tentatively adopted:

Considerations

The Publishers agree to employ or continue in employment journeymen and apprentices in the composing rooms of the Publishers in accordance with the terms of this agreement.

The Union offers to furnish as many competent skilled workmen as may be required by each office for the operation of its composing room, such help to be furnished by the Union at the scale of wages and under the conditions set forth in this contract.

Laws

Both parties agree that their respective rights and obligations under this contract will have been accorded by the performance and fulfillment of the terms and conditions thereof and that the complete obligation of each to the other is expressed herein. It is understood and agreed that the General Laws of the International Typographical Union in effect January 1, 1948, not in conflict with this contract

or with federal or state law shall govern relations between the parties on conditions not specifically enumerated herein.

Nothing contained herein shall be construed to interfere in any way with the creation or operation of any rules not in conflict with federal or state law or this contract, of any chapel or of the Union or of the Publishers for the conduct of its or their own affairs.

Jurisdiction

It is mutually agreed insofar as lawfully possible that the jurisdiction of the Union heretofore recognized shall be preserved. It is the intent of the parties that this contract shall neither take away from nor add to such jurisdiction.

This jurisdiction is defined as including all composing room work in newspaper composing rooms covered by this contract and includes hand compositors, typesetting machine operators, make-up men, bank men, proofreaders, machinists for typesetting machines, operators and machinists on all mechanical devices which cast or compose type or slugs, operators for perforating tape for use in composing or producing type, and no employer shall make any other contract covering such work.

Such work in the composing room shall be performed only by apprentices and journeymen except as hereinafter provided in Section 81; provided, this shall not be construed as abridging in any manner the right of the Publisher, at his option, to have installations made by experts, not to interfere with the temporary services of qualified and experienced traveling inspectors and repairmen.

Joint Supervisory Commission

The Publishers party hereto are mindful of the historic rights of the Union, and the Union is equally mindful of the historic rights of management. In light of their expressed determination to abide by the law both parties desire to preserve these rights to the greatest possible extent. They recognize that this will call for a large degree of confidence and good faith if present operations are to be carried on without violation of the law or of this contract.

Consequently, in order that these mutual objectives may be attained, the parties hereby establish a special Joint Supervisory Commission to be composed of two persons from the Union and two persons from the Publishers' Association.

Establishment of the Joint Supervisory Commission is not intended to substitute for the Grievance Committee established in the contract for the handling of normal questions and grievances. To the Joint Supervisory Commission, therefore, shall be referred only questions arising from the new relationship between the parties as brought about by new law; any questions arising with respect to application or interpretation of the mutual guarantees recited in Section ( ) hereof; and matters with respect to new composing room devices. All such matters shall be referred to this commission alone, and without intervening action by either party, unless the parties involved otherwise have been able to reach a mutually satisfactory agreement.

The joint Supervisory Commission shall formulate its own rules of procedure. In formulating such rules or in any of its deliberations, if the four-man Commission cannot decide an issue a fifth person shall be added to the Commission, to act as Chairman and vote in order that a majority decision may be possible. Should the four regular members of the Commission be unable to agree upon a fifth member, he shall be appointed by the presiding judge of the Appellate Division of the New York Supreme Court for the First or Second Department.

Any finding of a majority of the Commission shall be final and binding.

Employment, Discharge, Priority

The operation, authority, and control of each composing room shall be vested exclusively in the office through its representative, the foreman, who shall be a member of the Union. In the absence of the foreman, the foreman-in-charge shall so function.

In hiring new journeymen employees the foreman must recognize priority, as follows:

First: Regular situation holders.

Second: Subject to established hiring practices in departmental offices, other journeymen who have worked in the composing room.

Third: Journeymen with experience in other composing rooms in Greater New York.

Fourth: Journeymen concerning whose competency the foreman has no reason for doubt or men who have registered for employment after having had their competency

tested by qualified and impartial examiners named by the New York City Board of Education. Foremen may not exclude as candidates for employment any individuals who establish competency.

Foremen may discharge employees (1) for incompetency, (2) for neglect of duty, (3) for violation of office rules, which shall be kept conspicuously posted and shall in no way abridge the civil rights of employees or their rights under I.T.U. laws, and (4) to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed, either as regular employees or as extra employees as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cause shall be re-employed in reverse order in which they were discharged before other help may be employed. Upon demand, the foreman shall give the reason for discharge in writing within 72 hours. Persons considered capable as substitutes by foremen shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen. Employees legally discharged according to the provisions of this section, except to reduce the force, may be reinstated at the option of the foreman. Provided, an employee discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office longer than six months. Garnishment of wages shall not be a cause for discharge.

* * * * * *

The meeting adjourned at 5:00 p.m. to reconvene at 10:30 a.m. on Tuesday, April 6, 1948.

Respectfully submitted,
John J. Landey, Secretary.

GENERAL COUNSEL'S EXHIBIT 103

19th Meeting, April 8, 1948

Minutes of the Joint Scale Committee
Representing New York Typographical Union No. 6 and
Publishers' Association of New York City as
Agent for Certain of Its Members

Both sessions of the nineteenth meeting of the Joint Scale Committee were held at Times Tower, 1475 Broadway, New York City, April 8, 1948, with Mr. C. C. Lane in the chair.

Those attending were:

For the Publishers: C. C. Lane, William Mapel, P. B. Stephens, J. D. Garvey, J. E. Martin, Theo. Newhouse, Robert Hunter, A. H. Savage, Andrew Fisher, John A. Bogart, Eric Ridder, Thornton Hall, Marvin Berger, E. T. Burke, J. F. Cullen.

For the Union: Laurence H. Victory, Daniel J. Newman, Harry M. Masse, John J. Landey, John J. McGann, Walter H. Peters, William E. Shannon, William Ward.

The minutes of the April 7 meeting were read and approved.

The following Declaration of Intent by the Publishers was ordered inserted in the minutes of the meeting:

Declaration of Intent

In making the attached proposal to New York Typographical Union No. 6, it is the purpose and intent of the Publishers' Association of New York City and its individual members to continue the cooperative and mutual relations with the Union which have existed since 1907.

The Publishers have assured the Union—and herewith reiterate—that:

1. They have no intention to use any law as an instrument to destroy the Union or to jeopardize the Union's security.

2. They have no desire to disturb a mutually beneficial composing room relationship.

3. They have no disposition to change the historical practice of employing as foremen members of the Union.

4. They have every desire to protect the priority rights which have accrued to members of the Union through length of employment.

5. Insofar as possible without violation or circumven-

tion of the law, they have every determination not to provoke disputes with respect to Union jurisdiction, Union security, and the Union's position on the handling of struck work.

6. It is the intent of the Publishers to cooperate fully with the Union in bringing about contractually the maximum of Union security now available—or which later may be made available—to the Union under the law.

In making this declaration of intent the Publishers wish to continue historic relationships with New York Typographical Union No. 6. They recognize that this will require a large degree of mutual confidence and good faith. To the Union they pledge such confidence and such faith.

Following is the text of a section on Mutual Guarantees which was tentatively agreed upon:

Mutual Guarantees

Because of the enactment of the Labor-Management Relations Act of 1947 this contract differs from its immediate predecessor and from contracts between these parties over a period of many years. Specifically, this agreement eliminates closed shop, struck work, and certain other provisions of preceding agreements historically subject to collective bargaining because they no longer are permissible under the federal law. These provisions are appended hereto as an appendix to, but not as a part of, this contract.

It is understood and agreed, however, for the duration of this contract, that if any provision as shown in the appendix hereto, and as modified from the preceding contract or excluded from this contract solely because of the restrictions of law, no longer is held to be inoperative, either by legislative enactment or by decision of the court of highest recourse, then such provision automatically shall become a part of this contract, to the extent permitted, and be in force and effect as though it had been originally made a part hereof.

To the best knowledge and belief of the parties this contract now contains no provision which is contrary to federal or state law or regulation. Should, however, any provision of this agreement, at any time during its life, be in conflict with federal or state law or regulation then such provision shall continue in effect only to the extent permitted. In event of any provision of this agreement thus being held inoperative, the remaining provisions of the

agreement shall, nevertheless, remain in full force and effect.

The meeting adjourned at 5:00 p. m., to reconvene April 9, at 10:30 a. m.

Respectfully submitted,
/s/ John J. Landey
John J. Landey, Secretary.

GENERAL COUNSEL'S EXHIBIT 104

22nd Meeting, April 13, 1948.

Minutes of the Joint Scale Committee
Representing New York Typographical Union No. 6 and
Publishers' Association of New York City as
Agent for Certain of Its Members

The twenty-second meeting of the Joint Scale Committee was held at Times Tower, 1475 Broadway, New York City, on Tuesday, April 13, at 3:00 p. m., with Mr. C. C. Lane presiding.

Those attending were:

For the Publishers: C. C. Lane, William Mapel, P. B. Stephens, J. D. Garvey, J. F. Cullen, Andrew Fisher, John A. Bogart, A. H. Savage, E. T. Burke, Edmund Goodrich, J. E. Martin, Theo. Newhouse, Thornton Hall.

For the Union: Laurence H. Victory, Daniel J. Newman, James C. Mooney, Harry M. Masse, John J. Landey, John J. McGann, William E. Shannon, Walter H. Peters, William Ward.

The minutes of the April 12 meeting were read and approved, after which Mr. William Mapel reported for the subcommittee that met earlier in the day.

Upon the subcommittee's recommendation, it was voted to write into the new contract the language of the following sections of the old contract, subject to possible renumbering of the sections: 5, 6, 11, 18, 19, 24, 25, 30, 32, 35, 36, 38, 41, 42, 50, 51, 52, 53, 54, 56, 64, 65, 70, 71, 75, 76, 79, 81, 83.

It is understood that the adoption of the foregoing as well as subsequent recommendations is tentative until a complete agreement has been reached.

After it was voted to insert the word "accepted" between the words "under" and "I.T.U." in the fourth line, last paragraph of section on Employment, Discharge, Priority, the following, previously recorded, were ordered inserted in these minutes: sections dealing with (2) Considerations, (4) Laws, (84) Employment, Discharge, Priority; Mutual Guarantees, Joint Supervisory Commission, Jurisdiction.

Upon recommendation of the subcommittee, it was voted to include in the new contract the following sections as amended: 7, 9, 10, 13, 16, 17, 20, 21, 23, 26, 27, 29, 31, 34,

37, 43, 44, 45, 55, 58, 59, 60, 61, 62, 72, 73, 74, 77, 78, 80, 82, 85, 86.

The subcommittee having recommended the elimination of sections 46, 47, 48 of the old contract, it was voted to adopt the recommendation.

The subcommittee recommended that section 15 of the old contract, as amended, and section 33 be further amended to conform to section 8 when final agreement is reached. It was voted to adopt the recommendation.

The following sections, all dealing with apprentices, were referred to the technical subcommittee: 63, 64, 65, 66, 67, 68, 69 and a new section on machinist apprentices. J. E. Martin and Edmund Goodrich represent the Publishers; William Ward and Walter H. Peters represent the Union on the technical subcommittee, which will report to the full Joint Scale Committee at its next meeting, April 14, at 2:30 p. m.

Following is the text of the aforementioned amended sections as approved:

Section 2. Considerations. The Publishers agree to employ or continue in employment journeymen and apprentices in the composing rooms of the Publishers in accordance with the terms of this agreement.

The Union offers to furnish as many competent skilled workmen as may be required by each office for the operation of its composing room, such help to be furnished by the Union at the scale of wages and under the conditions set forth in this contract.

Section 4. Laws. Both parties agree that their respective rights and obligations under this contract will have been accorded by the performance and fulfillment of the terms and conditions thereof and that the complete obligation of each to the other is expressed herein. It is understood and agreed that the General Laws of the International Typographical Union in effect January 1, 1948, not in conflict with this contract or with federal or state law shall govern relations between the parties on conditions not specifically enumerated herein.

Nothing contained herein shall be construed to interfere in any way with the creation or operation of any rules not in conflict with federal or state law or this contract, of any chapel or of the Union or of the Publishers for the conduct of its or their own affairs.

Section 7. Definition of Newspaper Work. Under this heading is included all work coming within the scope of Typographical Union No. 6 for publications of any description classified as dailies. It also includes all work done by employees in a composing room that is operated, owned and controlled by the same individual, firm or corporation that owns and controls the composing room for the production of its daily or its own additional publications that are germane to or are recognized as sections of the regular daily publication. All other work which is not germane to and not supplemental to or a part of the regular daily publication is job work. Work which is owned and controlled by the owner of the composing room is newspaper work.

Section 9. Day Work, Day Rates—Night Work, Night Rates. Persons employed at day work for morning newspapers shall receive day rates (subject to third shift provisions). Persons employed at night for evening newspapers shall receive night rates (subject to third shift provisions).

Section 10. Full Day's Pay. In no case shall less than a day's pay be paid to any employee.

Section 13. 12-Hour Interim. On morning and evening newspapers 12 hours must intervene between the time of quitting and starting work, but no employee shall be allowed to work more than 12 hours in any 24. This shall not apply on Saturday or Election day to evening newspapers publishing Sunday editions or to unusual emergencies.

Section 15. Evening Newspapers, Sunday Morning Editions. Persons employed on evening newspapers publishing Sunday editions, except as hereinafter provided for, shall receive not less than $..... per hour—$..... per day. Seven and one-quarter continuous hours (exclusive of 30 minutes for lunch) shall constitute a day's work, the hours to be between 7 a. m. and 6 p. m. The rate for Saturday night shall be not less than $..... per night of six and one-quarter continuous hours (exclusive of 30 minutes for lunch), the hours to be between 2 p. m. and 3 a. m. All employees working Saturday and Saturday night shall receive $..... extra. Overtime on Saturday night shall be not less than $..... per hour. Extras working on Saturday night only may begin work at 2 p. m. or any time thereafter until and including 7 p. m. Extras to receive $..... per day or night in addition to the above scale. (This does

not apply to extras working a doubleheader.) When holidays occur on Saturday and the paper is not published, the rate for Saturday night shall be $..... Employees called to work on Sunday between 8 a. m. and 4 p. m. shall be paid double price, but in no case shall an employee receive less than a day's pay. When called at or before 5 a. m. $..... extra shall be charged in addition to the over time and when called before 7 a. m. $..... extra shall be charged in addition to the overtime.

Section 16. Payment of Wages. Payment of wages shall be made weekly in cash of convenient denominations not later than 48 hours after the close of the composing room fiscal week. Provided, such payment may be made by check under the State law if a majority referendum vote of employees approves.

Section 17. Pay Day of Slid Employees. When any slide day of employees falls on pay day the slid employees shall be paid on the preceding or following day during the same hours as the regular pay day.

Section 20. Taking Overtime Off. Employees working in excess of the unit of hours established as a regular shift must receive the overtime rate for all such excess time. The overtime rate shall not be less than one and one-half times the regular rate, based upon the hourly wage paid: Provided, in case of foremen performing executive or clerical work exclusively and in extreme emergencies, such as fire, flood or disaster, overtime may be waived.

Section 21. Overtime Before or On Slide Day. On morning and evening newspapers no employee shall be compelled to work overtime at the end of the night or day preceding his slide day, nor at the beginning of the night or day following his slide day. This shall not apply on Saturdays to the day or night shift or in emergencies.

Section 23: Vacations. The following provisions shall govern the granting of vacations with pay during each current calendar year of the term of this agreement:

(a) Employees who have held situations during an entire calendar year shall be entitled to three weeks' vacation with pay during the succeeding calendar year, provided they are employees of the office at the time of taking their vacations.

(b) Employees who have held situations for part of a calendar year shall be entitled during the following year to one day's vacation with pay for each 17 days worked as

a regular situation holder, provided they are employees of the office at the time of taking their vacation. In figuring the number of vacation days, if there is a remainder constituting a major fraction of a 17-day unit, one additional vacation day shall be given, and if the remainder constitutes less than a major fraction it shall be cancelled. In no case shall an employee receive more than fifteen days' paid vacation in a calendar year.

(c) An employee who goes on a leave which permits him to maintain his priority in the office, or whose priority is maintained during necessary absence as permitted in Section 31, shall be granted, upon application to the office, the vacation due for service in the previous year, provided arrangements are made for taking the required time off. An employee who is inducted into the Armed Forces of the United States, or who retires on pension or who is admitted as a resident of the Union Printers Home, shall be granted, upon application to the office, the vacation due up to the date of leave. It is understood and agreed that cash payments in lieu of actual vacations will be made only to employees on leave as provided herein whose priority standing in the office remains intact during their temporary or necessary absence and to employees going on pension.

(d) Vacations shall not be earned by employees while they are engaged as substitutes by other employees, and, in consideration of the additional rate of pay for extras provided elsewhere herein, employees shall not earn vacations while engaged by the office as extras.

(e) No employee allowed a vacation under this section shall put on a substitute for any part of his paid vacation period, nor shall the Publisher be required to replace employees on vacation.

(f) The vacation schedule shall be arranged at the convenience of the office. The days of the vacation period shall be consecutive.

(g) Vacations with pay are to be taken in addition to any time taken off by employees on account of accumulated overtime or for any other reason.

Section 26. Number of Regular Situations. Five days of 7¼ hours each (exclusive of 30 minutes for lunch) shall constitute a day situation; five nights of 7¼ hours each (exclusive of 30 minutes for lunch) shall constitute a night situation; five shifts of 7 hours each (exclusive of 30 minutes for lunch) shall constitute a lobster shift situation and no fewer days shall constitute a situation.

Each office shall be permitted to operate its composing room six or seven days or nights per week and as many shifts as may be desired to meet requirements under conditions as set forth in this contract. The particular days or nights constituting a situation shall be designated by the foreman and insofar as practicable the five shifts constituting a situation shall be consecutive. Such number of situations shall be created as are necessary to meet office requirements, thereby reducing to a minimum the employment of extras.

Trading of slide days by employees or temporary arrangements between employees and the foreman for changes in slide days for the purpose of enabling situation holders to avoid giving out work to substitutes is forbidden. Provided, employees transferred from shift to shift may change slide days for one week to permit situation holders to work five shifts in that financial week.

Section 27. Lay-Off of Regulars. In reducing force regular situation holders shall not be laid off until the end of the regular composing room fiscal week. Notice of such lay-off shall be given either to the employees, chairman or acting chairman at least 24 hours before the close of such week; provided, the office shall not be required to give such previous notice when absent employees are returning to their situations.

Section 29. Department—Transfers. No departments shall be recognized except by agreement between the office and the chapel, but in no case shall a foreman transfer a person to a department he is not familiar with and then declare him incompetent.

To meet office necessities any employee may be transferred from the classification for which he has been hired, but such transfer shall not be for more than one-half of his time, except to meet bona fide emergencies. Provided, in one department offices where situations, when created, are consistently given out on a strict priority basis regardless of classification, and where extras, when engaged, are consistently engaged regardless of classification (in compliance with extra work contract provisions) there shall be no restrictions on transfers.

When the departments are not recognized by agreement with the local Union, no employee shall be discharged to reduce the force or for incompetency while there is work in the office he is competent to do and to which his priority

entitles him. Provided, that any employee demanding transfer to another department under this section shall be required to designate the class of work which he is competent to do, and having demanded and accepted such transfer he shall not be exempt from discharge for incompetency in the department in which he has declared his competency.

Section 31. Priority During Necessary Absence. (a) Any employee engaged to serve the International Typographical Union, a subordinate union or to perform work in the interest of the organized labor movement shall not be deprived of his priority standing while so employed. An employee so engaged shall employ while absent the priority substitute competent to perform the work and upon reporting for duty full priority rights shall be restored.

(b) Available priority substitute must be placed on all situations after situation holder has been absent from his situation for a period of thirty calendar days. Provided, should a substitute with greater priority become available, such substitute shall be placed on said situation.

(c) Any employee incapacitated by illness shall not lose his priority in the office in which he is employed.

(d) In cases where members are admitted as residents of the Union Printers' Home, or in cases of employees who enlist in or are called for active service in the regular army or navy in time of war, or enlist for active service in the army or navy of any country that may be allied with the United States in a war for a common cause, or members of the National Guard or Canadian Militia who may be ordered to war, or any employee whose civilian services may be requisitioned by the War or Navy Departments, or those who may actively engage in war work for the American Red Cross, Red Cross Societies of the Allies, Knights of Columbus, the Salvation Army, Young Men's Christian Association, Army Specialist Corps, or any recognized organization of a similar character, their situations and/or priority standing shall be protected and upon reporting for duty the situations and/or priority standing formerly held by these employees shall be restored to them; provided that, in the case of situation holders, their situations shall be given to them only at the beginning of the regular composing room fiscal week.

(e) No regular shall be entitled to absent himself for a continuous period of more than 90 days without the written consent of the foreman and on the 91st day of such

continuous absence without the written consent of the foreman, the situation shall be declared vacant. Returning to work on the 91st day and working for a period of more than 15 regular working days in each calendar month of the three consecutive months immediately following his absence, shall relieve the employee from the imposition of the penalty for extended absence.

(f) A situation holder or substitute having established priority standing may engage in pursuits other than composing room work for a period not to exceed 90 days in any twelve months' period without loss of situation or priority; provided, employees exercising this privilege shall employ the priority substitute competent to perform the work.

(g) Any regular signifying his intention to return to work after 91 days' continuous absence which does not forfeit his situation under the provision of this section shall be restored only at the beginning of the next composing room fiscal week.

Section 33. Rate of Pay for Extras. Extras shall receive for each shift $..... in addition to the regular scale.

Section 34. Employment of Substitutes. Foreman shall not select or designate a substitute. The regular or substitute shall be the person to select his own substitute, and shall in no way be responsible for the work performed by the same, but no foreman shall be compelled to accept a substitute who is incompetent or otherwise incapacitated, and if the regular's or substitute's selection should fail to appear on time or should be incapacitated, the foreman shall direct that another substitute shall be secured. A substitute selected according to the foregoing provisions shall receive a regular day's pay.

Section 37. Transferred to Book and Job Work. Persons employed on daily publications transferred to work coming under the "Scale of Prices for Book and Job Work," shall be paid the highest prevailing scale of wages for the shift on which the work is performed. In no case shall employees on daily publications transferred to book and job work be required to work more hours than are called for by the "Scale of Prices for Newspapers," unless they be paid scale on overtime for the highest price work performed.

Section 43. Proofreading. On all matter set for daily newspapers when proofs are read and copy held, the work

shall be done by journeyman employees and apprentices. Proofreaders shall not be held responsible for errors when a copyholder is not furnished.

Section 44. Proofreaders Not Responsible. No journeyman employee or apprentice shall be held financially responsible for errors occurring in an advertisement, nor shall any journeyman employee or apprentice be held responsible for errors appearing in railroaded matter.

Section 45. Learners on Machines. Persons employed in offices where machines are introduced must have the exclusive privilege of learning and becoming familiar with their operation. No obstruction or restriction whatever by employees shall be placed upon or stand in the way of learners other than that they are not practical printers. When an office introduces machines it shall take employees of the composing room and instruct them.

Section 58. Registration — Supervision. Apprentices shall be registered and shall at all times be under the direction of the foreman.

Section 59. Selection of Apprentices. When new apprentices are employed, the said apprentices shall be selected from the regular list of unemployed registered apprentices from newspaper offices; provided, that the employer shall give first consideration to the boy oldest in service in his office. In no case shall an apprentice be employed on the lobster shift before the fourth year of his apprenticeship. A list of the unemployed apprentices is to be in the hands of the Joint Apprenticeship Committee.

Section 60. Term and Qualifications. The term of an apprentice under this contract, unless and until there shall be a change by mutual consent, shall be six years (except as hereinafter provided), the first year to be considered one of probation, such probationer to be possessed of the following qualifications: (a) Between 18 and 25 years of age, unless otherwise mutually agreed by the parties to this contract; (b) possessed of a certificate of graduation from grammar school or its equivalent, failing which, they must undergo an educational test to be agreed upon by the parties to the contract; (c) in good health and sound physically, as certified by a physician designated by the Joint Apprentice Committee, a nominal fee for which examination shall be paid by the Apprentice Applicant; in the event of rejection of applicant the fee shall be returned.

The Publishers' Association and the Union reserve the option of protesting the employment of any apprentice for

any reason not inconsistent with federal or state law during the first two years of such employment, except where the lack of any qualifications has been mutually agreed upon. In the event of a protest by either party to this contract, the matter shall be adjusted by the Joint Apprentice Committee.

Section 61. Foremen Must Test Ability. The foreman is required to test the ability of all apprentices under his charge during the first year of their service, to determine the fitness of such apprentices for the trade. The apprentice shall thereupon receive from his foreman a written statement of his qualifications, copy of which he shall file with the Joint Apprentice Committee. Should an apprentice be found incapable by the foreman, his registration shall then be revoked. Such revocation shall be subject to review by Joint Apprentice Committee.

Section 62. Advancement. It shall be the duty of the chairman to notify the foreman when an apprentice is entitled to pass from one of the above periods to another. If the foreman and chairman cannot mutually agree as to the apprentice's qualifications to be advanced into the next period, the matter shall be referred to the Joint Committee on Apprentices, whose duty it shall be to inquire into the qualifications of said apprentice to ascertain if he meets the necessary requirements called for in the several classes of work specified for each year of his apprenticeship, after which the Joint Committee on Apprentices shall report their findings to the foreman and the chairman, which shall in all cases be binding and final.

Pursuant to approval by the Joint Apprentice Committee, an apprentice may be upgraded when he has shown he has applied himself to his work and studies sufficiently to warrant advancement.

Section 72. Discharge. Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his case shall be investigated by the Joint Apprentice Committee for such action as it deems advisable even to the extent of revoking his registration.

Section 73. Resignation or Discharge. No apprentice may leave one office and enter the service of another employer without the written consent of his first employer, endorsed by the Joint Apprentice Committee. When an apprentice is discharged the foreman shall at once notify the Joint Apprentice Committee of such fact, which shall in-

vestigate the cause of discharge, and if, in its opinion, the discharge is not for good and sufficient reasons it shall make appropriate recommendations.

Section 74. Apprentices' Attendance at School. Except for the first year, the last six months of the next to the last year and the first six months of the last year all apprentices on the day shift shall attend the School for Printers' Apprentices of New York one afternoon each week. If employed on the night shift they shall attend school of apprentices one night each week. In both cases time shall be paid for by the Publisher. In addition they shall be required to go one afternoon or night each week on their own time and the foreman or his representative shall not interfere with the attendance of an apprentice at the School for Printers' Apprentices on his stipulated day or night for attending same.

In the second six months of the next to the last year and the first six months of the last year all apprentices shall attend the school for machine instruction one afternoon each week.

If employed on the night shift, they may be required to attend the school for machine instruction one night each week. In both cases time shall be paid for by the Publisher. In addition they may be required to go one afternoon or night each week on their own time and the foreman or his representative shall not interfere with the attendance of an apprentice at the school for machine instruction on his stipulated day or night for attending same. Such attendance to be devoted to the study of machines only.

Section 77. Apprentice to Pay Tuition. To maintain his registration the apprentice must pay to the School for Printers' Apprentices a tuition of $25.00 per year, which may be paid in ten monthly installments, in advance, beginning with the first month of each and every school term.

Section 78. Accorded Priority. On the completion of the term of service of an apprentice he shall be placed at the bottom of the priority list in the office in which he is working.

Section 80. Joint Apprentice Committee. A Joint Apprentice Committee composed of two representatives from the Publishers' Association and two representatives from the Union shall be formed to study, investigate and report and during the life of this contract, shall interpret and administer the provisions of this Contract covering appren-

tices. The Committee shall have full power and authority any time during the term of apprenticeship to cancel the apprenticeship of an apprentice who does not show aptitude and proper qualifications for the work. This Committee shall meet jointly at the call of the Chairman of such Committee, at such time and place as may be determined by them.

It shall also be the duty of this Committee to study the question of miscellaneous help in the composing room and endeavor to make recommendations by a majority vote which will be acceptable to all parties involved.

Section 82. Health and Sanitation. The Publisher shall furnished at all times a clean, healthful, properly heated, lighted and ventilated office for performance of work. Complaints from the Union regarding unhealthful conditions in offices may be forwarded to the Publisher or to the Publishers' Association for immediate action.

Manually-operated machines shall be equipped in accordance with safety provisions of State and National Laws. No employee shall be required to operate a machine that is defective to the extent of being a menace to his personal safety.

Section 84. Employment, Discharge, Priority. The operation, authority, and control of each composing room shall be vested exclusively in the office through its representative, the foreman, who shall be a member of the Union. In the absence of the foreman, the foreman-in-charge shall so function.

In hiring new journeymen employees the foreman must recognize priority as follows:

First: Regular situation holders.

Second: Subject to established hiring practices in departmental offices, other journeymen who have worked in the composing room.

Third: Journeymen with experience in other composing rooms in Greater New York.

Fourth: Journeymen concerning whose competency the foreman has no reason for doubt or men who have registered for employment after having had their competency tested by qualified and impartial examiners named by the New York City Board of Education. Foreman may not exclude as candidates for employment any individuals who establish competency.

Foremen may discharge employees (1) for incompetency, (2) for neglect of duty, (3) for violation of office rules, which shall be kept conspicuously posted and shall in no way abridge the civil rights of employees or their rights under accepted I.T.U. Laws, and (4) to decrease the force, such decrease to be accomplished, by discharging first the person or persons last employed, either as regular employees or as extra employees as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cause shall be re-employed in reverse order in which they were discharged before other help may be employed. Upon demand, the foreman shall give the reason for discharge in writing within 72 hours. Persons considered capable as substitutes by foremen shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen. Employees legally discharged according to the provisions of this section, except to reduce the force, may be reinstated at the option of the foreman. Provided, an employee discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office longer than six months. Garnishment of wages shall not be a cause for discharge.

Section 85. Grievance Committee. A Grievance Committee of four members shall be maintained. It shall consist of two members selected by the Publishers and two members selected by the Union. A vacancy for any cause shall be filled immediately by the party in whose representation the vacancy occurs.

To this committee shall be referred for settlement any dispute (except as provided in section 86—Appeal from Discharge) arising under this contract between a signatory publisher and the Union if such dispute cannot be settled by conciliation between the Union and the Publisher involved.

Conditions prevailing prior to a dispute shall be maintained pending final decision.

The Committee shall meet within seven days from the date on which any party signatory hereto raises an issue in writing and indicates that a meeting is desired, and shall proceed promptly to settle the dispute.

If the Committee reaches a decision, it shall be final and binding on all parties to the dispute.

If the Committee fails to reach an agreement within ten days from the date on which the dispute is referred to it, the members of the Committee shall select a fifth and impartial member to act as chairman. The decision of the majority of this board of five shall be final and binding provided any decision on any issue shall not be retroactive to a date earlier than the date on which the issue is raised; provided, further, this board shall have jurisdiction only over controversies properly and specifically referred to it, and its decisions cannot abridge the fundamental rights reserved by and to the signatory publisher and the Union.

Should the four members fail to agree on a chairman within seven days, he shall be selected by the presiding Judge of the Appellate Division of the Supreme Court for the First or Second Department.

It is agreed that local union laws not affecting wages, hours or working conditions, and the 1948 General Laws of the International Typographical Union, shall not be subject to arbitration.

Nothing herein obligates either party to arbitrate differences respecting a succeeding contract.

Section 86. Appeal From Discharge. When an employee is discharged for any of the foregoing reasons and such action is contested by such employee, or in his behalf by any party to this contract, the contention shall be referred directly to the Grievance Committee without any intervening action. After considering all of the evidence in connection with the reason assigned for discharge, effort at agreement shall be made, and if a decision is reached it shall be final, and shall be so accepted by both parties to the controversy. If agreement cannot be reached the Grievance Committee shall select a fifth member, and the decision of the committee as thus made up shall be final. The Committee, or the fifth man, in rendering a decision shall take into consideration all the facts and conditions surrounding the discharge and shall give due weight to the record of the man discharged. Should the four members of the committee fail to agree on a chairman within seven days, he shall be selected by the Presiding Judge of the Appellate Division of the Supreme Court for the First or Second Department. Where discharges are made for reasons other than stated in Section 84 (Employment, Discharge, Priority), and the aggrieved employee appeals, on his motion the procedure shall be in accordance with the I.T.U. law in force

at date of signing agreement. An appeal from discharge must be filed by the employee or by the Union with the Publishers' Association within 30 days of the date of discharge.

Respectfully submitted,
John J. Landey, Secretary.

GENERAL COUNSEL'S EXHIBIT 105

23rd Meeting, April 14, 1948

Minutes of the Joint Scale Committee
Representing New York Typographical Union No. 6 and the Publishers' Association of New York City as Agent for Certain of Its Members

The twenty-third meeting of the Joint Scale Committee was held at the Times Tower, 1475 Broadway, New York City, on Wednesday, April 14, with Mr. C. C. Lane in the chair.

Those attending were:

For the Publishers: C. C. Lane, William Mapel, P. B. Stephens, J. D. Garvey, J. F. Cullen, Andrew Fisher, E. T. Burke, Edmund Goodrich, J. E. Martin, Theo. Newhouse, A. H. Savage, Thornton Hall.

For the Union: Laurence H. Victory, Daniel J. Newman, James C. Mooney, Harry M. Masse, John J. Landey, John J. McGann, Walter H. Peters, William E. Shannon, William Ward.

The minutes of the April 13th meeting were read and approved.

The technical subcommittee reported that it had agreed upon acceptable amendments to the sections on apprentices referred to it. Following is the text of the sections the subcommittee recommended and which were adopted:

Operation of Machines

No apprentice shall be permitted to operate a typesetting machine in the office wherein he is employed before the beginning of the second 6-month period of his fifth year of apprenticeship.

First year: Beginning with the first year an apprentice may be required to perform general work in the composing room at the discretion of the foreman; provided, that no apprentice shall be permitted to work more than 25 per cent of his time on the bank.

Second Year: In the second year an apprentice shall be employed at least 50 per cent of his time at hand composition, distribution and Ludlow, and not more than 25 per cent of his time on the bank.

Third Year: In the third year an apprentice shall be employed at least 75 per cent of his time on hand composition and distribution.

Fourth Year: In the fourth year an apprentice shall be employed at the duties of hand and Ludlow composition, distribution, and not more than 25 per cent of his time on make-up.

Fifth Year: During the first 6-months an apprentice shall be employed at the duties of hand and Ludlow composition, distribution, make-up and proofreading. During the second 6-months of his fifth year an apprentice shall be employed not less than fifty per cent of his time setting live matter on typesetting and typecasting keyboard machines, and fifty per cent of his time on composition, distribution, make-up and proofreading.

Sixth Year: In the sixth year an apprentice shall devote not less than fifty per cent of his time on setting live matter on typesetting and keyboard machines and fifty per cent of his time on composition, make-up, distribution and proofreading.

Machinist Apprentices

Publishers covered by this agreement shall, at their option, be entitled to machinist's apprentices; such machinist apprentices shall be in addition to printer apprentices elsewhere provided for in this agreement, and the ratio of such machinist apprentices, and plans and regulations governing their technical training, shall be worked out by a Joint Committee appointed for that purpose and shall be put into effect immediately upon approval of the program by the Publishers' Association of New York City, and New York Typographical Union No. 6.

If the aforementioned Joint Committee is unable to arrive at a mutually agreeable training program or if either party refuses to approve the program as outlined by the Joint Committee, then the matter shall be referred to the Grievance Committee, under this contract, for determination.

At the afternoon session the following sections were adopted as amended:

Section 1. Omit the Journal of Commerce as a party.

Section 3. Provide for a contract which will run from April 19, 1948 to May 31, 1949 if ratified by the Union on April 18 and signed on April 19; otherwise a contract of thirteen and one-half months from date of signing.

Section 8. Provide for an increase of $9.00 per week of five shifts on all shifts.

Make appropriate editorial changes in line with the r
quirements of the Taft-Hartley Act in Sections 12, 14, 2
and 28.

Amend Section 15 appropriately in light of the wage a
justment provided for in Section 8.

Sections 33 and 49 to remain as in the present contra

Amend Sections 39 and 40 by changing "four worki
days" to "seven working days" in each instance.

Amend Section 57 to provide a maximum of seven a
prentices.

The foregoing constituted all of the business necessa
for negotiation of the new agreement. It was unanimous
agreed that each and every member of the Joint Scale Co
mittee would heartily recommend and indorse the afor
mentioned agreement. As evidence of this, the membe
of the Scale Committee hereunto sign their names as fo
lows:

For the Publishers:
/s/ J. F. Cullen
/s/ Theodore Newhouse
/s/ Andrew Fisher
/s/ Alfred H. Savage
/s/ Edwin T. Burke
/s/ Edmund Goodrich
/s/ James D. Garvey
/s/ C. C. Lane
/s/ P. B. Stephens
/s/ John E. Martin
/s/ Thornton Hall
/s/ William Mapel

For the Union:
/s/ Laurence H. Victory
/s/ Harry M. Masse
/s/ James C. Mooney
/s/ Daniel J. Newman
/s/ John J. Landey
/s/ Walter H. Peters
/s/ John J. McGann
/s/ William E. Shannon
/s/ William Ward

GENERAL COUNSEL'S EXHIBIT 106

Contract
between
Publishers' Association
of New York City
Acting on Behalf of Each of the
Publishers Named Below
and
Typographical Union Number Six

4/21/48

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1 Contract and Scale of Prices made and entered into by and between the Publishers' Association of New York City as agent of the following individual Publishers, signatory hereto: New York Times, New York Herald Tribune, New York Journal-American, Mirror, News, New York Post, The Sun, New York World-Telegram, Wall Street Journal, Long Island Star-Journal, Long Island Daily Press, Brooklyn Eagle, The Home News, hereinafter called the Publishers, and New York Typographical Union No. 6, hereinafter called the Union.

Party of the first part hereby, recognizes the party of the second part as the exclusive bargaining representative of all employees covered by this agreement. The words "employee" and "employees" when used in this contract apply to journeymen and apprentices.

Considerations

2 The Publishers agree to employ or continue in employment only journeymen and apprentices in the composing rooms of the Publishers in accordance with the terms of this agreement, except as provided in Sections 56 and 81.

The Union offers to furnish as many competent skilled workmen as may be required by each office for the operation of its composing room, such help to be furnished by the Union at the scale of wages and under the conditions set forth in this contract.

Laws

4 Both parties agree that their respective rights and obligations under this contract will have been accorded by the performance and fulfillment of the terms and conditions thereof and that the complete obligation of each to the other

is expressed herein. It is understood and agreed that the General Laws of the International Typographical Union in effect January 1, 1948, not in conflict with this contract or with federal or state law shall govern relations between the parties on conditions not specifically enumerated herein.

Nothing contained herein shall be construed to interfere in any way with the creation or operation of any rules not in conflict with federal or state law or this contract, of any chapel or of the Union for the conduct of its own affairs.

New Section

In the event of the introduction of any process, machinery, or equipment affecting composing room work as herein defined not in use at the date this contract is effective, or any such process, machinery or equipment used as an evolution of or substitute for current processes, machinery or equipment, all questions concerned with the method of operation and the complement of men required shall be determined by the Joint Supervisory Commission. This Commission shall have the power to investigate, hear evidence and decide the method of operation and complement of men for any above-mentioned processes or machinery or equipment. It is mutually agreed that in submitting this question to a fifth man he shall be governed by the agreement of the parties that none but journeymen, as defined in this contract, shall be permitted to work on any such processes, machinery or equipment except as provided elsewhere in this agreement for the training of apprentices.

Accorded Priority

78 An apprentice who has completed his term of apprenticeship and has received a certificate of competency duly attested by the Joint Apprenticeship Committee shall be placed at the bottom of the priority list in the office in which he or she is working.

Employment, Discharge, Priority

84 The operation, authority, and control of each composing room shall be vested exclusively in the office through its representative, the foreman, who shall be a member of the Union. In the absence of the foreman, the foreman-in-charge shall so function.

In hiring new journeymen employees the foreman must recognize priority, as follows:

First: Regular situation holders.

Second: Subject to established hiring practices in departmental offices, other journeymen who have worked in the composing room.

Third: Journeymen concerning whose competency the foreman has no reason to doubt or journeymen who have registered for employment after having their competency tested and certified by the Joint Examining Board under procedures established by the School for Printers' Apprentices of New York City. Foremen may not exclude as candidates for employment any individuals who establish competency.

Foremen may discharge employees (1) for incompetency, (2) for neglect of duty, (3) for violation of office rules, which shall be kept conspicuously posted and shall in no way abridge the civil rights of employees or their rights under accepted I.T.U. laws, and (4) to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed, either as regular employees or as extra employees as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cause shall be re-employed in reverse order in which they were discharged before other help may be employed. Upon demand the foreman shall give the reason for discharge in writing within 72 hours. Persons considered capable as substitutes by foremen shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen. Employees legally discharged according to the provisions of this section, except to reduce the force, may be reinstated at the option of the foreman. Provided, an employee discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office longer than six months. Garnishment of wages shall not be a cause for discharge.

Grievance Committee

85. A Grievance Committee of four members shall be maintained. It shall consist of two members selected by the Publishers, and two members selected by the Union. A vacancy for any cause shall be filled immediately by the party in whose representation the vacancy occurs.

To this committee shall be referred for settlement, any dispute (except as provided otherwise herein) arising under this contract between a signatory publisher and the Union if such dispute cannot be settled by conciliation between the Union and the Publisher involved.

Conditions prevailing prior to a dispute shall be maintained pending final decision.

The Committee shall meet within seven days from the date on which any party signatory hereto raises an issue in writing and indicates that a meeting is desired, and shall proceed promptly to settle the dispute.

If a Committee reaches a decision, it shall be final and binding on all parties to the dispute.

If the Committee fails to reach an agreement within ten days from the date on which the dispute is referred to it, the members of the Committee shall select a fifth and impartial member to act as chairman. The decision of the majority of this board of five shall be final and binding; provided any decision on any issue shall not be retroactive to a date earlier than the date on which the issue is raised; provided, further, this board shall have jurisdiction only over controversies properly and specifically referred to it, and its decisions cannot abridge the fundamental rights reserved by and to the signatory publisher and the Union.

Should the four members fail to agree on a chairman within seven days, he shall be selected by the presiding Judge of the Appellate Division of the Supreme Court for the First or Second Department.

It is agreed that local union laws not affecting wages, hours or working conditions, and the 1948 General Laws of the International Typographical Union, shall not be subject to arbitration.

Nothing herein obligates either party to arbitrate differences respecting a succeeding contract.

In the event either party to the dispute refuses to accept and comply with a decision of the Joint Standing Committee, all aid and support to the firm or employer or member or members of the union refusing such acceptance and compliance shall be withdrawn by both parties to this agreement and contract may, by the other party, be declared null and void as affecting such firm or employer or member or members of the union.

Jurisdiction

It is mutually agreed insofar as lawfully possible that the jurisdiction of the Union heretofore recognized shall be preserved. It is the intent of the parties that this contract shall neither take away from nor add to such jurisdiction.

This jurisdiction is defined as including all composing room work in newspaper composing rooms covered by this contract and includes hand compositors, typesetting machine operators, make-up men, bank men, proofreaders, machinists for typesetting machines, operators and machinists on all mechanical devices which cast or compose type or slugs, operators for perforating tape for use in composing or producing type, operators of photo typesetting machines, and operators of machines such as varitypers, the product of which is used in printing, and no employer shall make any other contract covering such work.

Such work in the composing room shall be performed only by apprentices and journeymen except as hereinafter provided in Section 56 and 81; provided, this shall not be construed as abridging in any manner the right of the Publisher, at his option, to have installations made by experts, nor to interfere with the temporary services of qualified and experienced traveling inspectors and repairmen.

New Section

The parties further agree that: No employee covered by this contract shall be required to cross a picket line established because of an authorized strike by any other subordinate union of the International Typographical Union.

Mutual Guarantees

It is the purpose and intent of the Publishers' Association of New York City and its individual members to continue the cooperative and mutual relations with the union which have existed since 1907.

Because of the enactment of the LMRA of 1947, this contract differs from its immediate predecessor and from contracts between these parties over a period of many years. It is therefore understood and agreed that if any provision of the preceding contract affecting the closed shop or struck work as modified from the preceding contract or excluded from this contract may legally be adopted because of either a legislative enactment or by a decision of the court of highest recourse, then such provision automatically shall become a part of this contract, to the extent per-

mitted, and be in force and effect as though it had been originally a part hereof.

To the best knowledge and belief of the parties this contract now contains no provision which is contrary to federal or state law or regulation. Should, however, any provision of this agreement, at any time during its life, be held by a court of competent jurisdiction to be in conflict with federal or state law or regulation, then such provision shall continue in effect only to the extent permitted. In event of any provision of this agreement thus being held inoperative, the remaining provisions of the agreement shall, nevertheless, remain in full force and effect.

The Publishers have assured the Union—and herewith reiterate—that:

1. They have no intention to use any law as an instrument to destroy the Union or to jeopardize the Union's security.

2. They have no desire or intent to disturb a mutually beneficial composing room relationship.

3. They have no disposition or intent to change the historical practice of employing as foremen members of the Union.

4. They have every desire and intention to protect the priority rights which have accrued to members of the Union through length of employment.

5. Insofar as possible without violation or circumvention of the law, they have every determination not to provoke disputes with respect to Union jurisdiction, Union security, and the Union's position on the handling of struck work.

6. It is the intent of the Publishers to cooperate fully with the Union in bringing about contractually the maximum of Union security now available—or which may later be made available to the Union under the law.

Limitation of Liability

It is agreed that the procedures for the settlement of any differences or grievances arising under this contract are exclusive, and in consideration of the mutual undertakings herein contained, it is agreed by and between the parties hereto that the only recourse each may have against the other for any damages alleged to be in breach of this contract shall be to the Joint Standing Committee provided herein and that no award for damages shall in any extent exceed the sum of $25; provided that such limitation of $25 shall not apply to claims for wages.

GENERAL COUNSEL'S EXHIBIT 107

Scale of Prices

Newspaper Branch

New York Typographical Union No. 6
853 Broadway GRamercy 7-0550
April 1, 1947 to March 31, 1948
Contract
between
Publishers' Association
of New York City
Acting on Behalf of Each of the
Publishers Named Below
and
Typographical Union Number Six

1 Contract and Scale of Prices made and entered into by and between the Publishers' Association of New York City as agent of the following individual Publishers, signatory hereto: New York Times, New York Herald Tribune, New York Journal-American, Mirror, Journal of Commerce, News, New York Post, The Sun, New York World-Telegram, Wall Street Journal, Long Island Star-Journal, Long Island Daily Press, Brooklyn Citizen, Brooklyn Eagle, The Home News, hereinafter called the Publishers, and New York Typographical Union No. 6, hereinafter called the Union.

Considerations

2 The Publishers agree to employ or continue in employment only members of the Union in good standing to perform journeymen's work in the composing rooms of the Publishers.

The Union agrees to furnish as many competent skilled workmen as may be required by each office for the operation of its composing room, such help to be furnished by the Union at the scale of wages and under the conditions set forth in this contract.

Duration of Contract

3 This Contract and Scale of Prices shall be in effect with the day shift on April 1, 1947, for a term to and including March 31, 1948, and its terms and provisions may

be altered or amended during that period only by mutual consent of the Publishers and the Union.

Sixty days prior to the expiration of this contract either party hereto may give to the other party notice of desire to change the terms thereof. Negotiations shall be immediately entered into and proceed with all due diligence. If an agreement has not been reached by the date upon which the contract expires, conditions prevailing prior to the expiration of this contract shall be maintained until an agreement is reached or other action is authorized by the I. T. U. or the Publishers' Association of New York City.

Laws

4 Both parties agree that their respective rights and obligations under this contract will have been accorded by the performance and fulfillment of the terms and conditions thereof and that the complete obligation of each to the other is expressed herein. It is understood and agreed that the General Laws of the International Typographical Union in effect January 1, 1947, not in conflict with this contract shall govern relations between the parties on conditions not specifically enumerated herein.

Precedents

5 No precedents or previous conditions, rules or agreements shall be recognized in any way or affect or modify the terms of this contract.

No Deviation

6 No deviation from the terms of this contract shall be allowed by any party hereto unless by joint agreement between the contracting parties. And it is further provided that when any deviation from this contract by a signatory Publisher is called to the Union's attention by the Publishers' Association of New York City in writing and same is not corrected within 30 days after notice, then any member of the Publishers' Association shall be entitled to put into effect the same conditions.

Definition of Newspaper Work

7 Under this heading is included all work coming within the scope of Typographical Union No. 6 for publications of any description classified as dailies. It also includes all work done by members of the Union in a composing room that is operated, owned and controlled by the same individual, firm or corporation that owns and controls the compos-

ing room for the production of its daily or its own additional publications that are germane to or are recognized as sections of the regular daily publication. All other work which is not germane to and not supplemental to or a part of the regular daily publication is job work. Work which is owned and controlled by the owner of the composing room is newspaper work.

Wage Scale and Hours

(For journeymen, including all machine tenders)

8 Day Shift—$2.483 per hour; $18 for a shift of 7¼ hours; $90.00 for a week of five days.

Night Shift—$2.621 per hour; $19.00 for a shift of 7¼ hours; $95.00 for a week of five nights.

Third Shift—$2.857 per hour; $20.00 for a shift of 7 hours; $100.00 for a week of five shifts.

Seven and one-quarter continuous hours (exclusive of 30 minutes for lunch) between the hours of 7 a. m. and 6 p. m. shall constitute a day shift.

Seven and one-quarter continuous hours (exclusive of 30 minutes for lunch) between the hours of 4 p. m. and 4 a. m. shall constitute a night shift. Provided: on Saturday night shifts may begin at 2 p. m. or any time thereafter up to 7 p. m.

Seven continuous hours (exclusive of 30 minutes for lunch) between the hours of 10 p. m. and 10 a. m. shall constitute a third (lobster) shift.

Members employed on day shifts when called to work at or before 5 a. m., $2 extra shall be charged in addition to the overtime; and when called to work before 7 a. m., $1 extra shall be charged in addition to the overtime. On evening newspapers publishing six days, Sunday work shall be double price.

Day Work, Day Rates—Night Work, Night Rates

9 Members of the Union employed at day work for morning newspapers shall receive day rates (subject to third shift provisions). Members employed at night for evening newspapers shall receive night rates (subject to third shift provisions).

Full Day's Pay

10 In no case shall less than a day's pay be paid to any member of the Union.

All Time Work—No Stints

11 All work shall be time work, and no stints shall be allowed; no office rules shall be established to the contrary.

Starting Time

12 The time each situation holder starts work shall be designated by the office and shall be the same each day during the week except Saturday.

Members whose regular starting time differs on Saturday from the other days during the week shall receive $1.00 additional for such a start. Provided where a member at his own request is allowed to start at a different hour on Saturday the $1.00 additional may not be required.

Assistant foreman on each shift when serving as foreman on days or nights when regular shift foreman is off may be required to start work at the time scheduled for the regular shift foreman, and shall be governed in all conditions provided in this contract for foremen while acting as such shift foreman.

12-Hour Interim

13 On morning and evening newspapers 12 hours must intervene between the time of quitting and starting work, but no member of the Union shall be allowed to work more than 12 hours in any 24. This shall not apply on Saturday or Election day to evening newspapers publishing Sunday editions or to unusual emergencies.

Lunch Time

14 Chapels and foremen shall provide for the time to go to lunch, but the foreman shall not send an employee to lunch until he has worked at least three hours, nor shall the foreman keep an employee more than four hours from starting time before allowing lunch, except in cases of emergency. A second lunch time shall be allowed when more than one hour overtime is required.

Members called to work on Saturday at 3 p. m. shall if sent to lunch at or before 6:30 p. m. be entitled to a second lunch time.

Evening Newspapers, Sunday Morning Editions

15 Members of the Union employed on evening newspapers publishing Sunday editions, except as hereinafter provided for, shall receive not less than $2.483 per hour—$18.00 per day. Seven and one-quarter continuous hours

(exclusive of 30 minutes for lunch) shall constitute a day's work, the hours to be between 7 a. m. and 6 p. m. The rate for Saturday night shall be not less than $19.00 per night of six and one-quarter continuous hours (exclusive of 30 minutes for lunch), the hours to be between 2 p. m. and 3 a. m. All members working Saturday and Saturday night shall receive $3.00 extra. Overtime on Saturday night shall be not less than $4.56 per hour. Extras working on Saturday night only may begin work at 2 p. m. or any time thereafter until and including 7 p. m. Extras to receive $1.75 per day or night in addition to the above scale. (This does not apply to extras working a doubleheader.) When holidays occur on Saturday and the paper is not published, the rate for Saturday night shall be $22.00. Members called to work on Sunday between 8 a. m. and 4 p. m. shall be paid double price, but in no case shall a member receive less than a day's pay. When called at or before 5 a. m., $2.00 extra shall be charged in addition to the overtime, and when called before 7 a. m., $1.00 extra shall be charged in addition to the overtime.

Payment of Wages

16 Payment of wages shall be made weekly in cash of convenient denominations not later than 48 hours after the close of the composing room fiscal week. Provided, such payment may be made by check under the State law if a majority referendum vote of a chapel approves.

Pay Day of Slid Members

17 When any slide day of members falls on pay day the slid members shall be paid on the preceding or following day during the same hours as the regular pay day.

Overtime

18 Overtime, which shall apply to work done before as well as after the hours specified, shall be paid for at the rate of time and one-half based on the salary received during the specified hours for time worked unless otherwise provided for. The first period of overtime shall be a minimum of 15 minutes. Thereafter overtime shall be computed on actual time worked.

When overtime is required by the office and the needs of the office have not been filled, it shall be the duty of the chairman, upon demand by the foreman, to provide em-

ployees from the current shift in the particular classifications to work such required overtime.

Should the Union charge that an employee is being required to work overtime unnecessarily, this shall be considered a grievance to be adjusted in accordance with the provisions of this contract.

It is mutually understood that overtime is not to be required solely as a means of avoiding the employment of extras.

When an employee is required by the foreman to work on a regular off-day or off-night or a sixth-shift in a financial week he shall be paid overtime for such work.

Distribution of Overtime

19 All overtime to be distributed by the foreman equally as far as practicable. In the event of a charge that a foreman is showing discrimination in this connection, this will be considered a grievance and it will be the duty of the chairman to immediately take same up with the foreman, and on failing to get a satisfactory adjustment with him, shall report the matter to the officers of the Union who shall take the matter up with the management.

Taking Overtime Off

20 Members working in excess of the unit of hours established as a regular shift must receive the overtime rate for all such excess time. The overtime rate shall not be less than one and one-half times the regular rate, based upon the hourly wage paid: Provided, in case of foremen performing executive or clerical work exclusively and in extreme emergencies, such as fire, flood or disaster, overtime may be waived.

Overtime Prohibited Before or on Slide Day

21 On morning and evening newspapers no member of the Union shall be compelled to work overtime at the end of the night or day preceding his slide day, nor at the beginning of the night or day following his slide day. This shall not apply on Saturdays to the day or night shift or in emergencies.

Holidays

22 The following holidays (or days celebrated as such) shall be observed: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.

Holidays for morning papers, or afternoon papers published on these holidays, shall be from midnight to midnight of the day legally celebrated as such and shall apply to all shifts starting within the holiday hours.

Holidays for newspapers, not publishing on the holiday, shall extend for 24 hours from the beginning of the night shift on the night before the holiday.

Situation holders required to work on holidays shall receive not less than double time for the regular shift worked and thereafter time and one-half at the holiday rate. Situation holders who are not required to work on a holiday which falls on a day when they normally would have been scheduled to work shall receive a single shift's pay at straight-time rates. When a holiday falls on a member's normal day off, he shall be given an additional day off (with pay), in his fiscal week, except that in emergencies due to a shortage of men, the extra slide day may be designated in the following week. There shall be no duplication of holiday payments on the same working shift.

Vacations

23 The following provisions shall govern the granting of vacations with pay during each current calendar year of the term of this agreement:

(a) Employees who have held situations during an entire calendar year shall be entitled to three weeks' vacation with pay during the succeeding calendar year, provided they are employees of the office at the time of taking their vacations.

(b) Employees who have held situations for part of a calendar year shall be entitled during the following calendar year to one day's vacation with pay for each 17 days worked as a regular situation holder, provided they are employees of the office at the time of taking their vacation. In figuring the number of vacation days, if there is a remainder constituting a major fraction of a 17-day unit, one additional vacation day shall be given, and if the remainder constitutes less than a major fraction it shall be cancelled. In no case shall an employee receive more than fifteen days' paid vacation in a calendar year.

(c) An employee who goes on a leave which permits him to maintain his priority in the office, or whose priority is maintained during necessary absence as permitted in Section 31, shall be granted, upon application to the office, the vacation due for service in the previous year, provided ar-

rangements are made for taking the required time off. An employee who is inducted into the Armed Forces of the United States, or who retires on pension, or who is admitted as a resident of the Union Printers Home, shall be granted, upon application to the office, the vacation due up to the date of leave. It is understood and agreed that cash payments in lieu of actual vacation will be made only to employees on leave as provided herein whose priority standing in the office remains intact during their temporary or necessary absence and to employees going on pension.

(d) Vacations shall not be earned by employees while they are engaged as substitutes by other members, and, in consideration of the additional rate of pay for extras provided elsewhere herein, employees shall not earn vacations while engaged by the office as extras.

(e) No employee allowed a vacation under this section shall put on a substitute for any part of his paid vacation period, nor shall the Publisher be required to replace employees on vacation.

(f) The vacation schedule shall be arranged at the convenience of the office. The days of the vacation period shall be consecutive.

(g) Vacations with pay are to be taken in addition to any time taken off by employees on account of accumulated overtime or for any other reason.

(h) For the year 1947 only, the office may elect to pay in cash the equivalent of the third week of vacation.

Suspension on Merger Pay

24 In the event of merger, consolidation, or permanent suspension by any newspaper covered by this agreement all regular situation holders with one year or more of service as regular situation holders who by virtue of the merger, consolidation, or permanent suspension are deprived of regular situations shall receive the cash equivalent of two weeks' (10 shifts) pay at their current rate.

Employment of Regulars

25 The selection by foremen of their forces from day to day, or not having any regular situation in an office, is prohibited. Foremen must give out such minimum number of situations as are needed to meet office requirements. Employment other than a regular situation shall be classed as extra work.

Number of Regular Situations

26 Five days of 7¼ hours each (exclusive of 30 minutes for lunch) shall constitute a day situation; five nights of 7¼ hours each (exclusive of 30 minutes for lunch) shall constitute a night situation; five shifts of 7 hours each (exclusive of 30 minutes for lunch) shall constitute a lobster shift situation and no fewer days shall constitute a situation.

Each office shall be permitted to operate its composing room six or seven days or nights per week and as many shifts as may be desired to meet requirements under conditions as set forth in this contract. The particular days or nights constituting a situation shall be designated by the foreman and in so far as practicable the five shifts constituting a situation shall be consecutive. Such number of situations shall be created as are necessary to meet office requirements, thereby reducing to a minimum the employment of extras.

Trading of slide days by members or temporary arrangements between members and the foreman for changes in slide days for the purpose of enabling situation holders to avoid giving out work to substitutes is forbidden. Provided, members transferred from shift to shift may change slide days for one week to permit situation holders to work five shifts in that financial week.

Lay-Off of Regulars

27 In reducing force regular situation holders shall not be laid off until the end of the regular composing room fiscal week. Notice of such lay-off shall be given either to the member, chairman or acting chairman at least 24 hours before the close of such week; provided, the office shall not be required to give such previous notice when absent members are returning to their situations.

Priority Preference

28 When new situations are created, when new shifts are instituted, or when starting times or slide days are to be changed the foreman must give first consideration to members with superior priority in the same classification and in the same composing room. If such consideration does not result to the satisfaction of a claimant holding superior priority, upon application by the Union the matter shall be referred to the Grievance Committee. When

a member with superior priority is given a new situation, shift, starting time, or slide day, the vacancy thereby occasioned may be claimed by members in the same classification with superior priority, but once such vacancy is filled there shall be no further claim or moves.

Departments—Transfers

29 No departments shall be recognized except by agreement between the office and the chapel, but in no case shall a foreman transfer a person to a department he is not familiar with and then declare him incompetent.

To meet office necessities any member may be transferred from the classification for which he has been hired, but such transfer shall not be fore more than one-half of his time, except to meet bona fide emergencies. Provided, in one department offices where situations, when created, are consistently given out on a strict priority basis, regardless of classification, and where extras, when engaged, are consistently engaged regardless of classifications (in compliance with extra work contract provisions) there shall be no restrictions on transfers.

When departments are not recognized by agreement with the local Union, no employee shall be discharged to reduce the force or for incompetency while there is work in the office he is competent to do and to which his priority entitles him. Provided, that any member demanding transfer to another department under this section shall be required, to designate the class of work which he is competent to do, and having demanded and accepted such transfer he shall not be exempt from discharge for incompeteney in the department in which he has declared his competency.

Transfers Between Shifts

30 Regulars may be transferred by mutual consent from shift to shift wherever the exigencies may require it. If such transfers cannot be arranged by mutual consent then the men must be transferred according to their priority standing in the office.

Regulars transferred from one shift to another for the convenience of the office must be returned to their original shift, if they so desire, before other situations, doing the same class of work, are added to that shift. A regular desiring to be transferred back to his original shift shall at the time of initial transfer signify his desire to the foreman in writing (with copy to chapel chairman) and can

exercise his right only at the time the first situations on said original shift are added following his transfer. Such retransfer shall be made at the beginning of the next financial week. Provided, a regular transferred to another shift because of the peculiarity of the work involved can be transferred only with the consent of the foreman, but if a request for a retransfer is refused and the regular feels he is entitled to such retransfer under the provisions of this section, and so contends, his request shall be handled as a grievance.

Chairman shall remain on or be transferred to largest shift on request.

The provisions of this section are not retroactive and apply only to regulars involuntarily transferred under the terms of this section.

Priority During Necessary Absence

31 (a) Any member engaged to serve the International Typographical Union, a subordinate union or to perform work in the interest of the organized labor movement shall not be deprived of his priority standing while so employed. A member so engaged shall employ while absent the priority substitute competent to perform the work and upon reporting for duty full priority rights shall be restored.

(b) Available priority substitute must be placed on all situations after situation holder has been absent from his situation for a period of thirty calendar days. Provided, should a substitute with greater priority become available, such substitute shall be placed on said situation.

(c) Any member incapacitated by illness shall not lose his priority in the office in which he is employed.

(d) In cases where members are admitted as residents of the Union Printers' Home, or who enlist in or are called for active service in the regular army or navy in time of war, or enlist for active service in the army or navy of any country that may be allied with the United States in a war for a common cause, or members of the National Guard or Canadian Militia who may be ordered to war, or any member whose civilian services may be requisitioned by the War or Navy Departments, or those who may actively engage in war work for the American Red Cross, Red Cross Societies of the Allies, Knight of Columbus, the Salvation Army, Young Men's Christian Association, Army Specialist Corps, or any recognized organization of a similar char-

acter, their situations and/or priority standing shall be protected and upon reporting for duty the situations and/or priority standing formerly held by these members shall be restored to them; provided that, in the case of situation holders, their situations shall be given to them only at the beginning of the regular composing room fiscal week.

(e) No regular shall be entitled to absent himself for a continuous period of more than 90 days without the written consent of the foreman and on the 91st day of such continuous absence without the written consent of the foreman, the situation shall be declared vacant. Returning to work on the 91st day and working for a period of more than 15 regular working days in each calendar month of the three consecutive months immediately following his absence, shall relieve the member from the imposition of the penalty for extended absence.

(f) A situation holder or substitute having established priority standing may engage in pursuits other than composing room work for a period not to exceed 90 days in any twelve months' period without loss of situation or priority; provided, members exercising this privilege shall employ the priority substitute competent to perform the work.

(g) Any regular signifying his intention to return to work after 91 days' continuous absence which does not forfeit his situation under the provision of this section shall be restored only at the beginning of the next composing room fiscal week.

Hiring of Extras

32 Extras may be put on in machine offices either day or night and may be put on at one hiring or separate daily hirings for not to exceed three days or nights in any one week, if others are available. When, in accordance with the above, an extra is hired for more than one day or night, he must, if he fails to work for the period for which he is hired, supply a substitute. In giving out extra work, situation holders discharged to reduce the force, who have established in the office their competency to perform the work in question, must be re-employed in order of priority standing.

Rate of Pay for Extras

33 Extras shall receive for each shift $1.75 in addition to the regular scale.

Employment of Substitutes

34 Foremen shall not select or designate a substitute. The regular or substitute shall be the person to select his own substitute, and shall in no way be responsible for the work performed by the same, but no foreman shall be compelled to accept a substitute who is incompetent or otherwise incapacitated, and if the regular's or substitute's selection should fail to appear on time or should be incapacitated, the foreman shall direct the chairman to select or designate another substitute. A substitute selected according to the foregoing provisions shall receive a regular day's pay.

Rights of Regular and Substitute.

35 Foremen shall not designate any particular day, nor how many days, a regular or his substitute shall work in any one week. No substitute shall be barred from work in an office for failure to show up when not under engagement.

"Sub" and Extra Not Allowed

36 No "Sub" shall be allowed to fill a situation and work as extra on morning or evening newspapers on the same day.

Transferred to Book and Job Work

37 Members of the Union employed on daily publications transferred to work coming under the "Scale of Prices for Book and Job Work," shall be paid the highest prevailing scale of wages for the shift on which the work is performed. In no case shall members of the Union employed on daily publications transferred to book and job work be required to work more hours than are called for by the "Scale of Prices for Newspapers," unless they be paid scale on overtime for the highest price work performed.

Newspaper Scale in Job Office

38 On advertisements or other matter set for daily newspapers in job offices the difference between the job and newspaper scale must be paid.

Reproduction of Matter Set in Job Office

39 The practice of interchanging, exchanging, borrowing, lending or buying of matter, either in form or type or matrices between newspapers or job offices not owned by

the same individual, firm, or corporation, and published in the same establishment, is unlawful and shall not be allowed; provided, that the reproduction as nearly like the original as possible of such type, matrices, or plates in type within four working days of publication shall be deemed a compliance with this law.

Reproduction of Advertising

40 All type matter in local advertisements, when matrices, cuts, type matter or plates are furnished the office instead of copy, shall be reset as nearly like the original as possible within four working days of publication. A local advertisement is construed to be:

(a) The advertisement of any concern, firm or corporation distinctively a New York concern, where such advertising is not identical with and a part of a general advertising campaign.

(b) The advertising of any New York retail concern, firm or corporation (except a factory branch store) selling more than one sort of merchandise direct to the consumer. All advertising not answering this description shall be deemed out-of-town advertising and need not be reset.

(c) Type matter in local advertisements as determined above when reproduced by the photo-engravers processes must be reset. Provided, it shall not be necessary to reset hand lettered portions of such advertisements, or rotogravure advertisements.

(d) Financial offerings of securities advertising other than local issues shall not be reset.

Pick-Ups

41 The office is entitled to all "pick-ups" of any character whatsoever. Matter once paid for shall always remain the property of the office. "Kill" marks shall not deprive the office of "pick-ups".

Transfer of Matter

42 Offices publishing morning and evening papers have the right to use advertisements and reading matter set up for the morning paper in the evening paper, and vice versa, or in both.

Proofreading

43 On all matter set for daily newspapers when proofs are read and copy held, the work shall be done by members

of the Union. Proofreaders shall not be held responsible for errors when a copyholder is not furnished.

Proofreaders Not Responsible

44 No member of the Union shall be held financially responsible for errors occurring in an advertisement, nor shall any member of the Union be held responsible for errors appearing in railroaded matter.

Learners on Machines

45 Members employed in offices where machines are introduced must have the exclusive privilege of learning and becoming familiar with their operation. No obstruction or restriction whatever by members shall be place upon or stand in the way of learners other than that they are not practical printers. When an office introduces machines it shall take members of the chapel and instruct them.

New Devices

46 Except as otherwise provided in this contract, only journeymen and apprentice members of the Union in good standing shall be employed in installing, operating and maintaining all mechanical devices which cast, compose or impose type or slugs; perforate tape for use in composing or producing type or slugs; operated manually or automatically; provided, this shall not be construed as abridging in any manner the right of the Publisher, at his option, to have installations made by experts, nor to interfere with the temporary services of traveling inspectors and repairmen, such inspectors and repairmen to be possessed of Union working cards.

Struck Work

47 This Union reserves the right to its members to refuse to execute all struck work received from or destined for unfair employers or publications.

Composition to Non-Union Offices

48 All Union offices are prohibited from supplying composition to non-union offices.

Competency of Operators

49 No man shall be deemed a competent machine operator unless he sets a minimum of 4,500 ems of solid nonpareil corrected matter per hour from straight narrative

copy free from intricacies and impediments, either as to short takes, long waits or long walks. In offices where the body type of the newspaper is other than nonpareil, 4,200 ems of minion or 4,000 ems of brevier shall be the test under the same conditions as stipulated above.

RULES GOVERNING MACHINE TENDERS

Classification of Monotype Machines

50 Two monotype keyboards shall be classed as one machine.

On Monotype Machines

51 Two or more monotype casting machines shall call for a machine tender.

Duties on Linotype Machines

52 A machine tender shall have charge of all repairs on type-setting machines in plants of 4 machines or more. On all shifts when more than 3 men are operating type-setting machines, a machine-tender must be employed.

Hours

53 The regular working time of a machine tender shall be of as many hours as are the regular hours of the operators in the office employed in operating the machines.

Overtime

54 All time worked before or after these hours shall be considered as overtime and shall be charged at the rate for overtime as set forth in this scale of prices.

Cannot Do Outside Work

55 No machine tender on type-setting or type-casting machines holding a regular situation in an office will be permitted to attend to the repairs on machines in any office other than the situation in which he is employed, except in cases of emergency, all such cases to be reported to the chairman and to the president of the Union as soon as possible.

Helpers

56 Assistants to machine tenders shall be classed as helpers. All offices of 4 machines or more shall be entitled

to employ one helper to each machine tender employed, who shall not be allowed to start, repair, oil, clean, change or adjust machines, or clean space bands and plungers.

Machine tenders or machine tenders' helpers shall not be allowed to operate machines casting slugs that take ink in printing, provided, this does not apply to type-casting machines.

RULES GOVERNING THE EMPLOYMENT OF APPRENTICES

Ratio

57 In newspaper offices, declared as such by the Union, apprentices may be employed in the ratio of one to every fifteen men or a majority fraction thereof, but not more than five shall be permitted in any office.

Registration—Supervision

58 Apprentices shall be registered on the books of the Union and shall at all times be under the direction of the foreman and supervision of the chairman.

Selection of Apprentices

59 When new apprentices are employed, the said apprentices shall be selected from the regular list of unemployed registered apprentices from newspaper offices; provided, that the employer shall give first consideration to the boy oldest in service in his office. In no case shall an apprentice be employed on the lobster shift before the fourth year of his apprenticeship. A list of the unemployed apprentices is to be in the hands of the Organizer.

Term and Qualifications

60 The term of an apprentice under this contract, unless and until there shall be a change by mutual consent, shall be six years (except as hereinafter provided), the first year to be considered one of probation, such probationer to be possessed of the following qualifications: (a) Between 18 and 25 years of age, unless otherwise mutually agreed by the parties to this contract; (b) possessed of a certificate of graduation from grammar school or its equivalent, failing which, they must undergo an educational test to be agreed upon by the parties to the contract; (c) in good health and sound physically, as certified by the Union's physician, a nominal fee for which examination

shall be paid by the Apprentice Applicant; in the event of rejection of applicant the fee shall be returned.

The Publishers' Association and the Union reserve the option of protesting the employment of any apprentice for any reason during the first two years of such employment, except where the lack of any qualification has been mutually agreed upon. In the event of a protest by either party to this contract, the matter shall be adjusted by the Joint Apprentice Committee.

Foremen Must Test Ability

61 The foreman is required to test the ability of all apprentices under his charge during the first year of their service, to determine the fitness of such apprentices for the trade. The apprentice shall thereupon receive from his foreman a written statement of his qualifications, copy of which he shall file with the Union. Should an apprentice be found incapable by the foreman, his registration shall then be revoked. Such revocation shall be subject to review by Joint Apprentice Committee.

Advancement

62 It shall be the duty of the chairman to notify the foreman when an apprentice is entitled to pass from one of the above periods to another. If the foreman and chairman cannot mutually agree as to the apprentice's qualifications to be advanced into the next period, the matter shall be referred to the Joint Committee on Apprentices, whose duty it shall be to inquire into the qualifications of said apprentice to ascertain if he meets the necessary requirements called for in the several classes of work specified for each year of his apprenticeship, after which the Joint Committee on Apprentices shall report their findings to the foreman and the chairman, which shall in all cases be binding and final.

Upon request of the local Union and the employer and with the consent of the Bureau of Education of the International Typographical Union an apprentice may be upgraded when he has shown he has applied himself to his work and studies sufficiently to warrant advancement.

Operation of Machines

63 No apprentice shall be permitted to operate a typesetting machine in the office wherein he is employed before the beginning of the last year of his apprenticeship.

First Year Duties

64 Beginning with the first year an apprentice may be required to perform general work in the composing room at the discretion of the foreman; provided, that no apprentice shall be permitted to work more than twenty-five per cent of his time on the bank.

2nd Year Duties

65 In the second year an apprentice shall be employed at least fifty per cent of his time at hand composition, distribution, and Ludlow.

3rd Year Duties

66 In the third year an apprentice shall be employed at least seventy-five per cent of his time at hand composition and distribution.

4th Year Duties

67 In the fourth year an apprentice shall be employed at least seventy-five per cent of his time at hand composition and distribution.

5th Year Duties

68 In the fifth year an apprentice shall be employed at the duties of hand and Ludlow composition, distribution and make-up; provided, that not less than one-third of his time be devoted to make-up.

6th Year Duties

69 In the sixth year an apprentice shall devote not less than seventy-five per cent of his time setting live matter on type-setting or type-casting keyboard machines and not more than twenty-five per cent of his time to composition, distribution or make-up.

Wage Scale

70 The minimum scale of wages to be paid apprentices shall bear the following proportions to the full scale of the shift on which they are employed:

First year	50%
Second year	60%
Third year	70%
Fourth year	80%
Fifth year	85%
Sixth year	90%

Overtime Prohibited

71 No apprentice shall work overtime nor more than the prescribed number of shifts that make up a work-week for a regular situation under this contract.

Discharge

72 Should an apprentice be careless and neglectful of the duties required by those in control of his trade training, his case shall be investigated by the Committee on Apprentices of the Union for such action as they deem advisable even to the extent of revoking his registration.

Resignation or Discharge

73 No apprentice may leave one office and enter the service of another employer without the written consent of his first employer, endorsed by the President of Typographical Union No. 6. When an apprentice is discharged the foreman shall at once notify the chairman of such fact, who shall investigate the cause of discharge, and if, in his opinion, the discharge is not for good and sufficient reasons he shall so report to an officer of the Union.

Apprentices' Attendance at School

74 Except for the first year, the last six months of the next to the last year and the first six months of the last year all apprentices on the day shift shall attend the School for Printers' Apprentices of New York one afternoon each week. If employed on the night shift they shall attend school of apprentices one night each week. In both cases time shall be paid for by the Publisher. In addition they shall be required to go one afternoon or night each week on their own time and the foreman or his representative shall not interfere with the attendance of an apprentice at the School for Printers' Apprentices on his stipulated day or night for attending same.

In the second six months of the next to the last year and the first six months of the last year the Union may require all apprentices to attend the school for machine instruction one afternoon each week.

If employed on the night shift, they may be required by the Union to attend the school for machine instruction one night each week. In both cases time shall be paid for by the Publisher. In addition they may be required by the Union to go one afternoon or night each week on their own

time and the foreman or his representative shall not interfere with the attendance of an apprentice at the school for machine instruction on his stipulated day or night for attending same. Such attendance to be devoted to the study of machines only and the instruction to be given by Union instructors.

Time for School Attendance

75 Each apprentice, on whatever shift he may be employed, on the day which he attends School on office time shall be allowed two hours plus the time necessary to wash up, dress and travel between the office where he is employed and the School.

Employers to Pay Tuition

76 The employer shall pay to the School for Printers' Apprentices a tuition fee of $25.00 each year, in advance, on the first day of each and every school term while the apprentice is in employment; provided the employer shall not be required to pay the tuition fee of the apprentice if said apprentice is in the first year of his apprenticeship.

Apprentice to Pay Tuition

77 To maintain his registration the apprentice must pay to the School for Printers' Apprentices, through Typographical Union No. 6, a tuition of $25.00 per year, which may be paid in ten monthly installments, in advance, beginning with the first month of each and every school term.

Admission to Union

78 On the completion of the term of service of an apprentice and his admission into the Union he shall be placed at the bottom of the priority list in the office in which he is working.

Application of Rules

79 All employers, the Union and apprentices shall abide by all the Rules Governing the Employing of Apprentices as set forth in "Scale of Prices for Newspapers" and such other rules and regulations as may be agreed upon from time to time by the Union and the Publishers' Association of New York City, in relation to apprentices.

Joint Apprentice Committee

80 A joint Apprentice Committee composed of two representatives from the Publishers' Association and two rep-

resentatives from the Union shall be formed to study, investigate and report and during the life of this Contract, shall interpret and administer the provisions of this Contract covering apprentices. The Committee shall have full power and authority any time during the term of apprenticeship to cancel the apprenticeship of an apprentice who does not show aptitude and proper qualifications for the work. This Committee shall meet jointly at the call of the Chairman of such Committee, at such time and place as may be determined by them.

It shall also be the duty of this Committee to study the question of miscellaneous help in the composing room and endeavor to make recommendations by a majority vote which will be acceptable to all parties involved and in line with the purposes set forth in Section 11, Article III, 1947 I.T.U. laws.

Miscellaneous Help

81 The Union claims jurisdiction over all classes of composing room work, but pending action provided for in Section 80, concedes to the Publishers the prerogative of having miscellaneous composing room help operate proof presses, carry proofs and copy, type on galleys, and sort and put away leads, rules and slugs, but such help shall not be allowed to handle type, proofs, copy or any printing material in any other manner whatsoever.

Subject to the apprentice provisions of this contract the Publisher agrees to select apprentices on merit from the miscellaneous composing room help.

Health and Sanitation

82 The Publisher shall furnish at all times a clean, healthful, properly heated, lighted and ventilated office for performance of work. Complaints from the Union regarding unhealthful conditions in offices may be forwarded to the Publisher or to the Publishers' Association for immediate action.

Manually-operated machines shall be equipped in accordance with safety provisions of State and National Laws. No member shall be required to operate a machine that is defective to the extent of being a menace to his personal safety.

Complaints

83 All complaints emanating from either party to this contract shall receive prompt acknowledgement and atten-

tion, and every effort shall and must be made to reach a prompt and satisfactory adjustment thereof.

Employment, Discharge, Priority

84 Foremen of printing offices have the right to employ help; and may discharge (1) for incompetency, (2) for neglect of duty, (3) for violation of office rules, which shall be kept conspicuously posted and shall in no way abridge the civil rights of employees or their rights under I.T.U. laws, and (4) to decrease the force, such decrease to be accomplished by discharging first the person or persons last employed, either as regular employees or as extra employees as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cause shall be re-employed in reverse order in which they were discharged before other help may be employed. Upon demand, the foreman shall give the reason for discharge in writing within 72 hours. Persons considered capable as substitutes by foremen shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen. Members legally discharged according to the provisions of this section, except to reduce the force, may be reinstated at the option of the foreman. Provided, a member discharged for incompetency, neglect of duty or a minor reason shall not be denied the privilege of seeking work in the office longer than six months. Garnishment of wages shall not be a cause for discharge.

Grievance Committee

85 A Grievance Committee of four members shall be maintained. It shall consist of two members selected by the Publishers and two members selected by the Union. A vacancy for any cause shall be filled immediately by the party in whose representation the vacancy occurs.

To this committee shall be referred for settlement any dispute (except as provided in section 86—Appeal from Discharge) arising under this contract between a signatory publisher and the Union if such dispute cannot be settled by conciliation between the Union and the Publisher involved.

Conditions prevailing prior to a dispute shall be maintained pending final decision.

The Committee shall meet within seven days from the date on which any party signatory hereto raises an issue in writing and indicates that a meeting is desired, and shall proceed promptly to settle the dispute.

If the Committee reaches a decision, it shall be final and binding on all parties to the dispute.

If the Committee fails to reach an agreement within ten days from the date on which the dispute is referred to it, the members of the Committee shall select a fifth and impartial member to act as chairman. The decision of the majority of this board of five shall be final and binding; provided any decision on any issue shall not be retroactive to a date earlier than the date on which the issue is raised; provided, further, this board shall have jurisdiction only over controversies properly and specifically referred to it, and its decisions cannot abridge the fundamental rights reserved by and to the signatory publisher and the Union.

Should the four members fail to agree on a chairman within seven days, he shall be selected by the presiding Judge of the Appellate Division of the Supreme Court for the First or Second Department.

It is agreed that local union laws not affecting wages, hours or working conditions, and the 1947 General Laws of the International Typographical Union, shall not be subject to arbitration.

Nothing herein obligates either party to arbitrate differences respecting a succeeding contract.

Appeal from Discharge

86 When a member is discharged for any of the foregoing reasons and such action is contested in behalf of the member affected, by any party to this contract, the contention shall be referred directly to the Grievance Committee without any intervening action. After considering all of the evidence in connection with the reason assigned for discharge, effort at agreement shall be made, and if a decision is reached it shall be final, and shall be so accepted by both parties to the controversy. If agreement cannot be reached the Grievance Committee shall select a fifth member, and the decision of the committee as thus made up shall be final. The Committee, or the fifth man, in rendering a decision shall take into consideration all the facts and conditions surrounding the discharge and shall give due weight to the record of the man discharged. Should the

four members of the committee fail to agree on a chairman within seven days, he shall be selected by the presiding Judge of the Appellate Division of the Supreme Court for the First or Second Department. Where discharges are made for reasons other than stated in Section 84 (Employment, Discharge, Priority), and the aggrieved member appeals, the procedure shall be in accordance with the I.T.U. law in force at date of signing agreement. An appeal from discharge must be filed by the Union with the Publishers' Association within 30 days of the date of discharge.

Calculated Rates—
Typographical Agreement
Effective at the Beginning of the First Fiscal Week
Following April 20, 1947

(Calculated to Nearest Cent)

Time Worked	Day Shift 36¼ Hours $90.00 Per Week		Night Shift 36¼ Hours $95.00 Per Week		Third Shift 35 Hours $100.00 Per Week	
	Reg.	O.T.	Reg.	O.T.	Reg.	O.T.
15 mins.	$ .62	$ .93	$ .66	$ .99	$ .71	$1.07
16	.66	.99	.70	1.05	.76	1.14
17	.70	1.05	.74	1.11	.81	1.22
18	.74	1.11	.79	1.19	.86	1.29
19	.79	1.19	.83	1.25	.90	1.35
20	.83	1.25	.87	1.31	.95	1.43
21	.87	1.31	.92	1.38	1.00	1.50
22	.91	1.37	.96	1.44	1.05	1.58
23	.95	1.43	1.00	1.50	1.10	1.65
24	.99	1.49	1.05	1.58	1.14	1.71
25	1.03	1.55	1.09	1.64	1.19	1.79
26	1.08	1.62	1.14	1.71	1.24	1.86
27	1.12	1.68	1.18	1.77	1.29	1.94
28	1.16	1.74	1.22	1.83	1.33	2.00
29	1.20	1.80	1.27	1.91	1.38	2.07
30	1.24	1.86	1.31	1.97	1.43	2.15
31	1.28	1.92	1.35	2.03	1.48	2.22
32	1.32	1.98	1.40	2.10	1.52	2.28
33	1.37	2.06	1.44	2.16	1.57	2.36
34	1.41	2.12	1.49	2.24	1.62	2.43
35	1.45	2.18	1.53	2.30	1.67	2.51

36	1.49	2.24	1.57	2.36	1.71	2.57
37	1.53	2.30	1.62	2.43	1.76	2.64
38	1.57	2.36	1.66	2.49	1.81	2.72
39	1.61	2.42	1.70	2.55	1.86	2.79
40	1.66	2.49	1.75	2.63	1.90	2.85
41	1.70	2.55	1.79	2.69	1.95	2.93
42	1.74	2.61	1.83	2.75	2.00	3.00
43	1.78	2.67	1.88	2.82	2.05	3.08
44	1.82	2.73	1.92	2.88	2.10	3.15
45	1.86	2.79	1.97	2.96	2.14	3.21
46	1.90	2.85	2.01	3.02	2.19	3.29
47	1.95	2.93	2.05	3.08	2.24	3.36
48	1.99	2.99	2.10	3.15	2.29	3.44
49	2.03	3.05	2.14	3.21	2.33	3.50
50	2.07	3.11	2.18	3.27	2.38	3.57
51	2.11	3.17	2.23	3.35	2.43	3.65
52	2.15	3.23	2.27	3.41	2.48	3.72

Calculated Rates—
Typographical Agreement (Continued)
Effective at the Beginning of the First Fiscal Week Following April 20, 1947.

(Calculated to Nearest Cent.)

Time Worked	Day Shift 36¼ Hours $90.00 Per Week		Night Shift 36¼ Hours $95.00 Per Week		Third Shift 35 Hours $100.00 Per Week	
	Reg.	O.T.	Reg.	O.T.	Reg.	O.T.
53	$2.19	$3.29	$2.32	$3.48	$2.52	$3.78
54	2.23	3.35	2.36	3.54	2.57	3.86
55	2.28	3.42	2.40	3.60	2.62	3.93
56	2.32	3.48	2.45	3.68	2.67	4.01
57	2.36	3.54	2.49	3.74	2.71	4.07
58	2.40	3.60	2.53	3.80	2.76	4.14
59	2.44	3.66	2.58	3.87	2.81	4.22
1 hour	2.483	3.72	2.621	3.93	2.857	4.29
2 hours	4.97	7.46	5.24	7.86	5.71	8.57
3	7.45	11.18	7.86	11.79	8.57	12.86
4	9.93	14.90	10.48	15.72	11.43	17.15
5	12.42	18.63	13.11	19.67	14.29	21.44
6	14.90	22.35	15.73	23.60	17.14	25.71
7	17.38	26.07	18.35	27.53	20.00	30.00
7¼	18.00	27.00	19.00	28.50	—	—

8	19.86	29.79	20.97	31.46	22.86	34.29
9	22.35	33.53	23.59	35.39	25.71	38.57
10	24.83	37.25	26.21	39.32	28.57	42.86
11	27.31	40.97	28.83	43.25	31.43	47.15
12	29.80	44.70	31.45	47.18	34.28	51.42
13	32.28	48.42	34.07	51.11	37.14	55.71
14	34.76	52.14	36.69	55.04	40.00	60.00
14½	36.00	54.00	38.00	57.00	—	—
21	—	—	—	—	60.00	—
21¾	54.00	—	57.00	—	—	—
28	—	—	—	—	80.00	—
29	72.00	—	76.00	—	—	—
35	—	—	—	—	100.00	—
36¼	90.00	—	95.00	—	—	—

GENERAL COUNSEL'S EXHIBIT 108

(Copy)

May 8, 1948

Messrs. Woodruff Randolph, President
International Typographical Union; and
Laurence H. Victory, President, Local
Union No. 6, I.T.U.

Gentlemen:

The Publishers suggest 3:30 o'clock Monday afternoon as a time to renew the discussion begun yesterday. The specific hour is suggested in order that postponement of an earlier meeting with representatives of Mailers' Union No. 6 will not be necessary.

The Publishers herewith repeat their request that members of the local union committee participate in Monday's meeting. To exclude them would complicate discussion concerning their contract proposal which was accepted by the Publishers. If the local officers and committeemen are not permitted to be present only Publisher representatives can testify to the protracted collective bargaining which culminated in the Union Committee's offer to the Publishers. This offer was made unanimously by the union negotiators, was approved unanimously by the Executive Committee of the Local Union, but then was disapproved by the President and other officers of the International Typographical Union. Surely any discussion following such a chain of circumstances merits the participation of all parties concerned.

The Publishers have considered the suggestion that a stenographic report of the next meeting be made. They are agreeable if you so wish; but they point out that this in no way alters their strong desire to have the Local Committee participate in the discussion. Mr. Victory and his associates could and should make a helpful contribution toward a speedy contract settlement.

Unless we hear in advance to the contrary we shall assume that you will grant the Publishers' request.

Very truly yours,
William Mapel,
Vice-Chairman.

GENERAL COUNSEL'S EXHIBIT 109

Interstate Commerce Data

Circulation of 15 Association members as per September 30, 1947; Daily, 6,651,403, Sunday, 10,443,798.

Per cent of intrastate circulation: daily 81.7%, Sunday 52.6%.

Per cent of interstate circulation: daily 18.3%, Sunday 47.4%.

Annual purchase of raw materials (principally newsprint) for each of 8 member papers are in excess of $1,000,000; for each of 4 member papers are in excess of $500,000 and for one member paper are in excess of $250,000. In every case in excess of 90% of annual purchases are in interstate commerce.

Annual sales derived from circulation for each of 13 member papers are in excess of $1,000,000 and for one member paper are in excess of $500,000.

GENERAL COUNSEL'S EXHIBIT 110

Agreement
Entered into between
Rochester Daily Newspapers
—and—
Rochester Typographical Union No. 15
Feb. 8, 1947 - Feb. 7, 1948
Agreement

An Agreement entered into this 8th day of February, 1947 by and between the Rochester Democrat & Chronicle and the Rochester Times-Union, individually herein known as the Publishers and the Rochester Typographical Union, a subordinate Union of the International Typographical Union, hereinafter known as the Union.

Section 1. This agreement and scale of prices shall be in effect from February 8, 1947 and ending February 7, 1948 provided that if either party wishes to propose an amendment to this agreement or a new agreement to take the place of this agreement it shall notify the other party to the agreement of its intentions at least sixty (60) days prior to February 7, 1948. Both parties shall within thirty (30) days, and on the same day, exchange proposals and negotiations shall be immediately entered into and proceed with all due diligence. If no proposal be filed the existing agreement shall be considered to be the respondent party's counter-proposal.

Section 2. It is agreed that the Union for and in consideration of the covenants entered into and agreed to by the Publishers, shall at all times during the life of the agreement truly and faithfully discharge the obligations imposed upon it by furnishing men at the scale provided in this agreement capable of performing the work required in the composing room of the Publisher, over which the Union has jurisdiction. The Publisher binds himself to the employment in his composing room and departments thereof of mechanics and workmen who are members of Rochester Typographical Union No. 15. The office at all times shall have prior claim on subs.

Section 3. It is understood and agreed that the General Laws of the ITU, in effect January 1, 1947, not in conflict with this agreement, shall govern the relations between the parties on conditfons not specifically enumerated herein.

Section 4. A joint standing committee of four members shall be appointed: two members of said committee to be named by the Publisher and two members by the Union. In case of a vacancy on the said joint standing committee from any cause, said vacancy shall be filled immediately by the appointment of a new member by the party in whose representation on the joint standing committee the vacancy occurs.

(a) To the joint standing committee shall be referred for settlement, all questions which may arise as to the scale of wages, all disputes arising out of the operation of this agreement, all disputes regarding the interpretation of any portion of this agreement, all disputes regarding discharged men. The joint standing committee must meet within five (5) days from the date on which either party hereto, through its authorized representatives, notifies the other party in writing that a meeting is desired, and shall proceed forthwith to settle any questions before it, such decision to be final and binding on both parties to the agreement.

(b) If the joint standing committee cannot reach a unanimous agreement on any dispute including disputes regarding discharged men within ten (10) days (this time may be extended by unanimous agreement of the committee) from the date on which the dispute is first considered by it, at the request of either party hereto, the members of the committee shall form a Board of Arbitration and shall select a fifth member who shall be a disinterested party and who shall act as chairman of the Board. Said fifth member may be selected in any manner unanimously agreed upon by the four members. If said four members fail to select a fifth member within fifteen (15) days from the date on which either party requested the formation of the Arbitration Board, said fifth member shall be selected by a representative freely appointed by the Publisher and a representative freely appointed by the Union upon the request of either of the parties hereto. The Board of Arbitration thus formed shall proceed with all dispatch possible to settle the dispute. It shall require the affirmative votes of at least three of the five members of the Board of Arbitration to decide the issues. The decision of the Board of Arbitration is legal and binding when signed by a majority and is not subject to appeal.

(c) This committee shall not have authority to create

new conditions or add new provisions to this agreement. It has no authority with regard to interim openings or succeeding agreements. Provided, that local union laws not affecting wages, hours, or working conditions and the 1947 General Laws of the International Typographical Union shall not be subject to arbitration. The conditions prevailing prior to any such dispute shall be maintained until decided as above provided.

Section 5. Pending a final settlement of discharge cases, a discharged member may be barred from the composing room by the foreman. If reinstated by the Joint Standing Committee or the local board of arbitration, he shall be reimbursed for all time lost and retain accrued benefits. Provided, in no case shall reimbursement be in a sum greater than the working time actually lost multiplied by straight time rates therefor as provided in this agreement. From this amount shall be deducted all earnings at the trade.

Section 6. In the event an agreement has not been reached by February 7, 1948, sixty (60) days shall be allowed to negotiate an agreement after Feb. 7, 1948. It is understood that any increase in the scale agreed to will be made retroactive to February 8, 1948.

Section 7. Men working days shall be paid $74.00 per week, $14.80 per day, $1.97333 per hour.

Men working nights shall be paid $79.00 per week, $15.80 per night, $2.10666 per hour.

Men working lobster or split shift shall be paid $84.00 per week, $16.80 per shift, $2.24 per hour.

Section 8. Not less than seven and one-half (7½) consecutive hours (exclusive of not less than thirty (30) minutes for lunch) shall constitute a day or a night's work. Not less than seven and one-half (7½) consecutive hours (exclusive of not less than thirty (30) minutes for lunch) shall constitute a lobster and a split shift.

Five (5) shifts, 37½ hours shall constitute a week's work.

Lunch time shall be designated by the foreman at the convenience of the office and shall not be paid for.

Section 9. No employee shall receive less than one day's or night's pay except when discharged for cause or when excused at his own request.

Section 10. The regular working hours shall be fixed by the foreman between the hours of 7 a. m. and 6 p. m. for day work and between the hours of 6 p. m. and 7 a. m.

for night work. Other shifts may be worked at the Publisher's option. For any shift commenced and completed within the period covering day work the day scale shall be paid except for holidays, overtime, etc., provided for elsewhere. For any shifts commenced and completed within the period covering night work the night scale shall be paid except for holidays, overtime, etc., provided elsewhere. In no case shall overtime within the hours of a day shift be construed as making a split shift out of what in the absence of overtime would be a day shift.

When work is started under day shift hours and extended into night shift hours, or when work is started under night shift hours and extended into day shift hours, then the split shift rate shall be paid.

When crews are called back to work between the hours of 9 p. m. and 5 a. m. they shall be regarded as constituting a lobster shift and the lobster shift scale shall be paid.

The above applies to either one- or two-chapel offices.

Section 11. Overtime is hereby defined as work that is in excess of the unit of hours constituting a day's or night's work (excluding any period allowed for lunch). Overtime shall be paid for at the rate of price and one-half of the regular hourly wage paid for the first four hours and thereafter double the regular hourly wage paid. Overtime shall be figured for actual time worked.

Section 12. All work performed on Sunday, New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day by Times-Union Chapel employees shall be paid at the rate of double the day scale. All work performed on Sundays and above mentioned holidays by Democrat and Chronicle Chapel employees during the night hours shall be paid for at the regular night scale except that work performed between the hours of 8 a. m. and 5 p. m. on Sundays and holidays shall be paid for at the rate of double the regular night scale; provided, that when men are called in before 6 p. m. and work a seven and one-half hour shift they shall receive double the split shift rate for that time previous to 5 o'clock and the regular split shift rate for the remainder of the shift.

Section 13. Matrices, plates, cuts or type of local advertisements or other local matter may be furnished by one newspaper to another (or commercial offices), but such matter shall be reproduced, made up, read and corrected and proof submitted to chairman of the office within three weeks

from time of publication. It is understood that this rule does not apply to matrices, cuts, or plates of advertising of national advertisers who sell their products through an agent or their own branch store in this city or other cities, nor to printed matter received from outside the City of Rochester, including printed supplements, magazines, syndicate or other feature matter in matrices, cuts or plates in page size or smaller. This section shall not be construed as prohibiting the loaning, borrowing, exchanging, purchase or sale of matter in matrices, cuts or plates or type occasioned by extraordinary emergencies, such as fire, flood, explosion or other unforeseen disaster, including the "pi" of a form or forms when it will be permitted without penalty. It is understood and agreed that a local advertisement is:

1. Any advertisement originally set within the jurisdiction of Typographical Union No. 15. However, this does not apply to advertisements of national advertisers.

2. Any advertisement, wherever set, advertising the business of any concern which is in the local field.

The addition of names and addresses of local selling agents to any advertisement not falling within these definitions does not make the advertisement a local advertisement.

The interpretation of paragraph (3) defining a local advertisement is as follows:

The addition of names and addresses only to a national advertisement of one article, in which advertisement the business of a local concern is not advertised shall be classed as a national advertisement and need not be reproduced.

When a local advertisement, wherever set, is received in mat or plate form and requires extensive alterations, it shall not be reset. It is understood that the addition to such mats or plates of a name and address or minor alterations of headline is not to be considered as extensive alterations. It is understood and agreed the "extensive alterations" means that when such mat or plate requires approximately as much time for alterations as would be required to set it originally that it is not subject to reproduction.

Current or spot news reading matter shall be defined as telegraphic matter such as is received by wire from press associations, or other special news wires, such matter as the President's message, the Governor's message, speeches or addresses or other similar news matter that might be

furnished newspapers under release date in matrix form.

The inability of the local union to furnish men to reproduce such matter or matrices during regular hours and within the agreed time limit shall not eliminate such matter from reproduction, which shall be made as soon as the local union can furnish help to do the work at straight time.

Section 14. The Union reserves to its members the right to refuse to execute all work received from or destined for struck offices, unfair employers or publications.

Provided that members of the Union will not refuse to handle any plates, cuts or mats of advertising sent into the office unless such plates, cuts or mats of advertising originate in a struck shop. Provided, further, the Union agrees to give the Publisher twenty-four hours' notice before refusing to handle work for or originating in a non-union shop.

Section 14-a. The office shall confer with the committee appointed to act for the Union, whenever occasion requires, on health and sanitation; so that the working conditions of the Union members may be kept at a standard consistent with the local and state laws and ordinances covering same.

Section 15. Employees may not be called from or suspend work to attend chapel meetings.

Section 16. Any member who, by reason of advanced years or other cause, may not be capable of producing an average amount of work may, by agreement between the Publisher and the Union, be paid less than is called for by the scale.

Section 17. The foreman shall have the right to transfer regular employees from night shift to day shift, or vice-versa, in one-chapel offices, or from shift to shift in two-chapel offices. Provided, that transfers shall be made at the beginning of the financial week as far as possible; and that 24 hours' notice of such change is given and that all changes shall be made in accordance with priority standing. Provided further, the priority member is competent to perform the work and no member's priority is jeopardized.

Section 18. Members when absent must cover their situation with a substitute eligible to work at the straight time rates and competent to do the work required. Sickness and unusual circumstances to be given consideration. Provided transfers made for the convenience of the office shall be made for members desiring to engage a substitute. Provided further, Article X, Section 5, ITU General Laws shall apply to a member when working for the Union.

Section 19. In Union composing rooms, the foreman is the only recognized authority. Assistants may be designated to direct the work, but only the foreman may employ and discharge. In filling vacancies, the foreman shall be governed by the provisions of Article X, General Laws of the International Typographical Union.

(a) The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules which shall be kept conspicuously posted, and which shall in no way abridge the civil rights of employees, or their rights under accepted International Typographical Union Laws. A discharged member shall have the right to challenge the fairness of any office rule which is applied to bring about his discharge.

(b) When it becomes necessary to decrease the force in an office where departments are not recognized, it shall be determined upon what class of work the reduction is required. The member with lowest priority standing in the office engaged upon the class of work indicated shall be discharged first; provided, the member to be discharged may claim any other work in the office he is competent to do which is being performed by a member with lower priority standing; provided further, a member claiming other work to avoid discharge to reduce the force shall not be exempt from discharge if incompetent.

(c) A member discharged to reduce the force shall be re-employed, either as a regular or extra, upon work he is competent to perform in the order of his priority standing.

Section 20. A member discharged for incompetency, neglect of duty, or a minor reason shall not be denied the privilege of seeking work in the office for a period longer than six (6) months.

Section 21. When an employee is discharged for any reason, he may demand and the foreman shall give in writing the reason or reasons for discharge, provided such demand shall be made within 72 hours after employee is informed of his discharge.

Section 22. The union shall not discipline the foreman for carrying out the orders of the Publisher or his representatives as authorized by this agreement. If the Union has a complaint against the foreman (or the discharge of a man is contested by the Union) and differences cannot be adjusted by conciliation, the matter shall be referred to the local Joint Standing Committees as provided herein.

Should an issue arise concerning an existing condition, or any condition covered by this agreement, such condition shall remain unchanged unless changed by mutual agreement or by decision of the Joint Standing Committee or a Board of Arbitration. If the Joint Standing Committee finds that the foreman's orders are in violation of the agreement, the Joint Standing Committee shall decide whether any member or members have been penalized by the violations and if so what compensation or redress shall apply.

Section 23. The foreman shall have the privilege of calling his force or any part of it to work at different hours within the hours specified for day or night work. No man shall be allowed to leave the office during working hours, except with permission of the foreman. Employees, temporarily or permanently, shall perform any duties pertaining to work in the composing room assigned to them by the foreman including temporary transfers to facilitate the getting out of the paper. Provided that transfers made for the convenience of the office shall be made to permit cancellation of overtime or for the convenience of members putting on substitutes; provided further, that a member shall not be transferred to a class of work he is not familiar with and be discharged for incompetency, nor shall transfers be made that are discriminatory or to evade the priority of members. Provided further, transfers are not required to permit members to exercise priority upon a vacancy either regular or extra which the member is not qualified to fill.

Section 24. When any substitute or extras are employed whose competency the foreman has not had an opportunity to determine, they shall work by the hour at the regular hourly rate not to exceed a day or night's work until their qualifications have been demonstrated. If they prove incompetent, they may be removed, and paid for the time put in and no more. Foreman shall within ten actual working days of sub's filing claim for priority, notify the chairman of said sub's incompetency.

Section 25. No member of Typographical Union No. 15 shall be required or permitted to hold a situation of more than five (5) days or five (5) nights, or a combination of days and nights equivalent to five (5), in any one financial week. Foreman shall designate the permanent days or nights each situation holder shall be slid according to priority as far as possible. All employment other than regu-

lar situations shall be classed as extra work and shall be given out in priority to the substitute competent to perform the work, five (5) days or more to be given to the priority sub competent to perform the work. Not less than time and one-half shall be paid for any shift worked in excess of five within a financial week. When any member is required to work on a regular off-day or off-night, or sixth shift, not less than the overtime rate shall be paid for such work performed. Provided no member shall work on his off-day or off-night or a sixth shift at the overtime rate without permission of the foreman.

Section 26. The Publisher reserves the right to pick-ups, both machine and handset. Matter once paid for shall always remain the property of the Publisher either in type or other form, to be used in any and all editions or as many times as desired with such changes as the office may wish to make. "Kill" marks shall not deprive the office of "pick-ups."

Section 27. When members are called back after they have left the building after the regular day or night's work is completed, they shall receive $1.00 in addition to overtime rates for actual time worked. This shall not apply in case of accident or disaster to the office. An employee may be called back on afternoon papers up to 10:00 p. m. and on morning papers up to 10:00 a. m.

Section 28. A man to be considered competent on a linotype machine shall set and correct not less than 4,400 ems of 7-point type or its equivalent in any other point size straight matter legible copy for every hour worked.

Section 29. One machinist apprentice to assist and do machinist work may be employed on each newspaper and he shall receive the same ratio of wages specified in this agreement paid to other registered apprentices. This is in addition to the number of apprentices provided for in the apprentice rules and regulations of this agreement.

Section 30. Apprentice Rules and Regulations same as attached.

Section 31. All members who have work 200 or more days during the 12-month period preceding April 1 of each year shall be given 10 days vacation with pay.

All members who have worked less than 200 days during the 12-month period preceding April 1 of each year shall be entitled to one day's pay for each 20 days worked with a maximum of 10 days. It is understood there shall be

no duplication of vacation credits.

(Apprentices holding an apprentice situation during the entire 12-month period preceding April 1 of each year, shall be entitled to 10 days vacation with pay.) Apprentices employed less than 200 days shall receive one day's vacation with pay for each 20 days worked at the apprentice rate, with a maximum of 10 days.

Not later than April 15 of each year, the office will give each substitute a record showing the total number of days and nights he worked during the 12-month period preceding April 1 of each year.

Not later than April 15 of each year, the chairman shall post the foreman's vacation schedule. Regular situation holders and apprentices will be permitted to select their vacation period from the schedule according to priority as far as practical.

Employees must accept and take vacations to the extent they are entitled. When by agreement between the Publisher and the Union it is determined the exigencies of the business will not permit vacations, employees' vacations may be deferred. Those having vacations scheduled and not taking vacations shall be paid at the end of the financial week preceding the scheduled vacations. In the event a member of the Union is required to work during his scheduled vacation, he shall be paid single price rates for the time worked in addition to regular vacation pay.

Regular situation holders and apprentices shall receive vacation credits in advance at the end of the financial week, immediately prior to their vacation period. Substitutes who have vacation credits shall be paid not later than July 1st of each year.

It is agreed that compensation for vacations shall be at the rate of pay for the shift on which the member has been employed the majority of his time. Those entitled to vacation and not holding a situation at the time of assignment shall receive the day rates, unless employed the majority of their time on other shifts, in which event they shall receive the rate applying to those shifts.

Vacations shall be assigned not later than May 15th of each year and preference shall be given in priority order. The vacation period shall start the first Monday in June and end with the Saturday nearest September 30th of each year. By mutual agreement, individual members may take vacations outside the scheduled vacation period.

Full equity in earned vacations is the property of the employee and shall be paid to him immediately in case of termination of employment, or in case of death to his estate. Provided, that in no case shall such vacation pay exceed ten (10) days.

In Witness Whereof, we have hereunto set our hands and seals this

Rochester Typographical Union No. 15
Rochester Times-Union
Rochester Democrat & Chronicle

This agreement is approved as being in compliance with the laws of the International Typographical Union and the undersigned on behalf of the Executive Council of the International Typographical Union, hereby pledges its full authorization to the fulfillment thereof.

In Witness Whereof, I have hereunto set my hand and seal this ..... day of ....., 194.....

International Typographical Union,

.....
President.

Apprentice Rules and Regulations

Section 1. A Joint Apprentice Committee composed of two representatives of the Employers and two representatives of the Rochester Typographical Union No. 15 shall be formed to examine and determine all matter relating to apprentices. Equal representation of both parties shall form a quorum at any meeting. The examinations for entrance must prove that apprentices are not over 21 years of age, and are of good moral character and are mentally and physically adapted to the trade. The committee shall issue to accepted apprentices a written certificate; and no apprentice shall be put to work without such certificate.

Section 2. The duties of this committee shall be to conduct the examinations as aforesaid and hold examinations as hereinafter provided for and to effect the enforcement of all rules and regulations contained herein. The committee shall at all times have complete control of all apprentices with full power and authority at any time during the term of the apprenticeship to terminate any apprenticeship for non-aptitude for the work or for any other just reason. The committee shall make surveys, studies, and investigations and make reports thereon which shall be filed with all parties concerned.

Section 3. Where irreconciliable differences exist in the committee the matter shall be submitted in writing to the president of the Typographical Union and the employer affected for a decision.

Section 4. Apprentices may be employed at the rate of one to every five journeymen members of Typographical Union No. 15 regularly employed until four apprentices have been employed; then the ratio shall be one to ten journeymen, provided that no office shall be entitled to an apprentice unless at least two journeymen outside of the proprietor shall be regularly employed in the composing room. Not more than five apprentices shall be employed in any office. It is further provided that new apprentices admitted to the trade shall be inducted in their apprenticeship at least six months apart.

Section 5. All apprentices shall be registered with the secretary of the local Typographical Union and they shall serve an apprenticeship of six years before being admitted as journeymen members in the Union, except as hereinafter provided.

* * *

Section 6. Beginning with the second year apprentices shall be enrolled in and shall complete, the International Typographical Union course of Lessons in Printing before being admitted as journeymen members of the union, and shall pay to the secretary-treasurer of the local union the sum of $1.00 per week until the full tuition is paid.

* * *

Section 8. The foreman and chairman shall see that apprentices are afforded every opportunity to learn the different trade processes and allow them to work in all departments of the composing room, as hereinafter provided.

Section 9. For apprentices accepted by the local committee the grade, rate of pay and class of work shall be as follows:

First year: Rate of pay—33% of journeyman's scale first 6 months, 36% of journeyman's scale second 6 months.

Work: Apprentices shall be employed proving galleys, straightening leads and slugs, and holding copy, but no actual composition, assembling of ads or makeup work shall be permitted, during the first six months.

Examination: At the end of each year, the apprentice shall appear before the Joint Committee for examination with a statement from his employer as to his progress. The

committee shall examine apprentices, and determine whether the work specified for the year has been completed in a satisfactory manner. If the committee is satisfied with the progress of the apprentice, the committee shall issue to the apprentice and to the employer a certificate to that effect and then, and not until then, shall the apprentice be advanced to the next grade. The employer or his representative shall have the right to appear at any and all examinations.

Section 10. Second year. Rate of pay—40% of journeyman's scale, first six months. 45% second six months.

Work: Apprentices shall be employed at least fifty per cent of the time in composing or ad room. This period to be devoted to teaching him the case, type faces, distribution, and the rudiments of the trade.

Section 11. Third year. Rate of pay 50% of journeyman's scale, first six months. 55% second six months.

Work: The apprentice shall be employed at least seventy-five per cent of his time in the composing room or ad room. This period is to be devoted to teaching him all intricate handiwork of the craft, including proper display, use of border and ornaments, making out of type matter for machines, grouping of type masses and relationship of type faces and their correct use, etc.

Educational Requirements: Lessons 1 to 15 inclusive, of the International Union Lessons in Printing.

Section 12. Fourth year. Rate of pay 60% of journeyman's scale, first six months. 65% of journeyman's scale second six months.

Work: Apprentices shall be employed full time in the composing room on composition and making up of forms for the press. This period is to be devoted to mastering of the detail work in composition and distribution, including, also, placing of ads, make-up of news, editorial and classified pages, lock-up of forms for stereotype room, etc.

Educational Requirements: Lessons 16 to 29, inclusive.

Section 13. Fifth year. Rate of pay 70% of journeyman's scale, first six months. 75% of journeyman's scale second six months.

Work: The first nine months he shall be employed on the layout of ads and general composing room work so that he can master every phase of ad construction. The last three months he must be employed in the proof room in the reading of proofs, and running of copy desk.

Educational Requirements: Lessons 30 to 39, inclusive.

Section 14. Sixth year. Rate of pay 80% of journeyman's scale, first six months. 85% second six months.

Work: Apprentices in their sixth year must be employed full time on typesetting and typecasting machines on all kinds of composition.

Educational Requirements: Lessons 40 to 48, inclusive.

Section 15. The apprentice shall be required to attend classroom instruction in subjects related to his trade for 144 hours per year during each year of apprenticeship. The apprentice shall be paid for time spent in related education at his regular rate, provided, he meets the requirements as to attendance and classroom standing established by the committee.

Section 16. Should any sixth year apprentice show unusual merit or show to the satisfaction of the committee that he has been unusually diligent and proficient in his study of the International Typographical Union Course in Printing and that during his term of apprenticeship he has attended the classes as arranged by Rochester Typographical Union No. 15, the sixth year of his apprenticeship may be shortened on the recommendation of his employer and with unanimous approval in writing of the Joint Apprentice Committee, in accordance with the International Typographical Union laws of 1947.

Section 17. Apprentices may be employed on overtime work where journeymen are also employed on various work, but not in a greater proportion than is provided for in Section 4. At no time shall any apprentice have charge of a department, nor shall any apprentice at any time cover a situation or take the place of a journeyman.

Section 18. No apprentice shall leave one office and enter the services of another employer, without the written consent of the employer and the president of the local union.

Section 19. Apprentices shall be given the same protection as journeymen, and shall be governed by the same shop rules and working conditions.

GENERAL COUNSEL'S EXHIBIT 111a

Democrat & Chronicle Reproduction
On the Hook

1947	August	2,975 Inches	
	September	3,317 Inches	
	October	3,771 Inches	
	November	4,282 Inches	
	December	5,234 Inches	
		19,578 Inches	
		1305 Hrs. @ $2.10666	$2,749.19
1948	January	2,990 Inches	
		199 Hrs. @ $2.10666	$419.23
	February	3,921 Inches	
	March	3,591 Inches	
	April	4,030 Inches	
	May 11th	1,778 Inches	
		13,320 Inches	
		888 Hrs. @ $2.31999	$2,060.15
	Total 1948		$2,479.38

GENERAL COUNSEL'S EXHIBIT 111b

Times-Union Reproduction
On the Hook

1947	August	3,588 Inches	
	September	4,862 Inches	
	October	4,931 Inches	
	November	3,499 Inches	
	December	5,934 Inches	
		22,814 Inches	
		1,521 Hrs. @ $1.97333	$3,001.43
1948	January	2,447 Inches	
		163 Hrs. @ $1.97333	$321.65
	February	2,839 Inches	
	March	3,990 Inches	
	April	4,627 Inches	
	May 7th	1,103 Inches	
		12,559 Inches	
		837 Hrs. @ $2.18666	$1,830.23
	Total 1948		$2,151.88

GENERAL COUNSEL'S EXHIBIT 111c

Democrat and Chronicle Reproduction

Set Between August, 1947 and May 14, 1948

1947	December	3,250 Inches
1948	January	14,289 Inches
		17,539 Inches
		1,169 Hrs. @ $2.10666—$2,462.69
1948	February	5,925 Inches
	March	2,425 Inches
	April	30 Inches
		8,380 Inches
		558 Hrs. @ $2.31999—$1,294.55
	Total 1947-1948	25,919 Inches — $3,757.24

GENERAL COUNSEL'S EXHIBIT 111d

Times-Union Reproduction
Set Between August, 1947 and May 14, 1948

1947	December	6,139 Inches
1948	January	2,482 Inches
		8,623 Inches
		574 Hrs. @ $1.97333—$1,132.69
	February	506 Inches
	March	294 Inches
		800 Inches
		53 Hrs. @ $2.18666—$115.89
	Total 1947-1948	9,423 Inches — $1,248.58

GENERAL COUNSEL'S EXHIBIT 112

Bogus Summary

August 22, 1947 to May 10, 1948

Name of Paper	Total Columns Set	Unset Col. Over Four Days Old Remaining May 10, '48	Figures Accurate or Estimated	Average Composition Cost per Column	Estimated $ Savings if Bogus Eliminated	Extra Situations caused by Bogus
Herald Tribune	11,711	None	Acc.	$13.505	$151,745	24
Times	15,560	1,762	Acc.	14.95	84,250	23
Mirror	6,026	None	Acc.	5.80	19,760	8
News	6,703	70	Acc.	14.77	45,000	0
Journal-American	5,022	None	Est.	9.17	26,333	7
Post	5,238	8,931	Acc.	5.00	70,845	14
Home News	2,095	3,572	Est.	4.00	28,338	5
Sun	6,886	None	Acc.	9.62	28,000	8–10
World-Telegram	4,963	None	Acc.	9.229	15,300	5
Brooklyn Eagle	1,913	2,228	Est.	9.20	34,027	6
L. I. Press	1,911	None	Est.	6.09	11,637	3
L. I. Star-Journal	1,110	2,072	Est.	5.65	6,200	3
Totals	69,138	18,635	—	—	$521,435	106–108

See following pages for remarks.

Publishers' Association of New York City—May 17, 1948.

Notes to Bogus Questionnaire

Herald Tribune—Variable costs (payroll, Social Security Taxes, and Supplies): Cols. published=Cost per Col. This multiplied by No. of Cols. of Bogus=savings. Col. cost does not include fixed costs that would be incurred when bogus was eliminated or not. No more accurate estimate can be made because of varying types of advertising encountered, but one type easy to set should offset those which are difficult to set.

New York Times—Column composition cost, less 25%* continuing cost factor, divided by 2 (representing ratio of bogus column to other columns), and multiplied by columns of bogus set.

*Includes supervision, apprentices, machinist, electricians, miscellaneous workers, rent, heat, power, supplies and equipment depreciation.

Mirror—Savings in cost if bogus were eliminated are based on actual cost records of all columns set.

News—Bogus estimated at approximately half difficulty of typical completed column published in the paper. No situations are estimated to be eliminated; resulting savings would be derived from reduction in overtime, extras, etc.

Journal-American—Payroll savings, if bogus were eliminated is based on survey of man days spent on setting bogus during the week ending May 9, 1948. Saving would not necessarily be made in reduction of force but would probably result in a substantial reduction of overtime.

Post-Home News—Based on tabloid cols., 200 agate lines to column. Figures as to costs based on statistical compilation of advertising column production costs.

The Sun—We estimate the cost of setting bogus is approximately 40% to 45% the cost of setting original copy of advertising, and the $28,000 figure of 5 a to be a minimum cost which should be directly attributed to the setting of "bogus".

World Telegram—5 men @ $90.=$450.00 per week—34 weeks=$15,300. Approximate saving between 8/22/47 and 5/10/48. Only a small portion of this would be offset against overtime.

Brooklyn Eagle—The nature of advertising of this paper requires greater time and cost per column in the setting of bogus than the regular material. This particularly applies to grocery and theatre ads.

Long Island Press—The nature of our bogus, food market copy, which represents more than 50% of our entire bogus costs more to handle than the average cost per column. Elimination of the bogus would not mean loss of any jobs but rather the elimination of overtime.

Long Island Star-Journal—Because of the shortage of manpower we are as much as 6 months behind in the setting of bogus. Because of the nature of our advertising bogus more than 50% of it food market copy the cost of setting this bogus exceeds the average cost of per column.

RESPONDENTS' EXHIBIT 3

By-Laws
American Newspaper Publishers Association
(ANPA)
THE AMERICAN
NEWSPAPER PUBLISHERS ASSOCIATION
Organized 1887 : Incorporated 1887
Incorporated 1913

Edition of July, 1947

By-Laws

Article I

The name of this Association shall be American Newspaper Publishers Association.

Article II

The particular objects of the association shall be to foster the business and business interests of its members; to procure and diffuse among its members accurate and reliable information as to the standing and character of persons, firms, and corporations with which the members are doing business; to promote a more enlarged and friendly intercourse between its members; to procure uniformity and certainty in the customs and usages of the business conducted by its members; to secure freedom from unjust or unlawful exactions; to settle differences between members and others; to protect its members from irresponsible customers; to act in concert in all legal proceedings against debtors, in the administration of their estates, and in settlement with them and to employ counsel to represent the association or its members in connection therewith; and to do all such other and further acts and things relating thereto or otherwise, which may be found necessary or expedient, so far as the same are permitted by the laws of the State of New York to corporations organized under the Membership Corporations Law of the State of New York.

Article III

Membership

Section 1. Members. The proprietors of daily newspapers admitted to membership, as hereinafter provided, shall constitute the membership of this association.

Section 2. Method of Admission. The method of admitting to membership shall be by an affirmative vote of at least two-thirds of the entire board of directors.

Section 3. Adoption of By-Laws by New Members. Every member upon being admitted in the manner hereinbefore specified shall be required to sign these by-laws and agree to abide thereby.

Section 4. Duration of Membership and Withdrawal. Each person, corporation or partnership admitted to membership herein in pursuance of these by-laws or signing the certificate of incorporation shall be a member of the corporation until membership shall terminate by death, voluntary withdrawal or otherwise in pursuance of these by-laws. The right of a member to vote and all the right, title and interest of a member in or to the association or its property shall cease on the termination of membership. A member may be permitted to withdraw at any time upon the giving by him of written notice to the directors of such intention and upon payment of all dues, assessments or other charges that may be owing by him to the association at the time of withdrawal.

Should any member at any time cease to be the proprietor of a daily newspaper, he shall be deemed to be no longer qualified as a member of this association and the board of directors may thereupon declare his membership terminated. In such case the board may admit the successor proprietor of such newspaper to membership.

Article IV

Meetings of Members

Section 1. Annual Meetings. The annual meeting of the members of the Association shall be held in the City of New York on the fourth Thursday in April of each year and at such place and hour as shall be designated by the board of directors, notice of which shall be sent to all members as hereinafter provided.

Section 2. Special Meetings. Special meetings shall be called by the president and secretary upon the order of the board of directors or whenever a request in writing therefor shall be received by the secretary bearing the signature of at least one-tenth of the members of the association. No business shall be transacted at a special meeting except such as may be embraced in the call therefor.

Section 3. Notice of Meetings. The secretary shall give notice of all meetings by mailing to each member a written or printed notice stating the time and place of meeting, and if a special meeting, the business to be considered. Such notices shall be mailed not less than thirty days before regular meetings and mailed or telegraphed not less than ten days before special meetings.

Section 4. Business Conventions. Business conventions shall be held at least once in each year at such time and place as the board of directors may determine. Same shall be arranged by the board of directors, or by a committee appointed for the purpose who shall cause notice thereof to be mailed to the members at least thirty days in advance of the time set for the holding of such convention.

Section 5. Quorum. To constitute a quorum for the transaction of business, there must be present and voting at least fifty members of the association, but if no quorum be present a less number may adjourn from time to time until a quorum be obtained. Annual or special meetings may be adjourned to such time and place as may be determined upon by such meeting.

Section 6. Proxies. A member may be represented at meetings by a properly authorized proxy qualified as provided in the next section, who shall file a lawful power of attorney with the secretary, showing what member or members he is empowered to represent.

Section 7. Vote and Representation. Each member shall be entitled to one vote at all meetings of the members of the association, whether annual or special, such vote to be cast in person or by his duly accredited representative, who must either reside at the place of publication of the newspaper owned by such a member and be actually engaged in the production of the paper, or be a member or the duly qualified representative of a member. Where membership is granted to two or more by reason of their joint ownership of a newspaper either as partners or otherwise, such membership shall entitle the owners of such paper to but one vote cast by one thereof in person or by their duly accredited representative qualified as aforesaid. Votes of corporation members shall be cast by a duly authorized officer or its duly accredited representative qualified as aforesaid.

Section 8. Order of Business at Annual Meetings.

1. Roll Call.

2. Reading of Minutes.
3. Report of Board of Directors.
4. Report of Auditor.
5. Reports of Committees.
6. General Business.
7. Election of Directors.
8. Election of Officers.
9. Election of Inspectors.

Article V

Elections

Section 1. Inspectors. Two inspectors of election shall be chosen at each annual meeting of the corporation to serve for one year and if any inspector shall refuse to serve or shall not be present at the time of election the meeting may appoint an inspector in his place.

Section 2. Procedure. All nominations of officers or directors shall be by members in open meeting. Voting thereon shall be by ballot deposited with the inspectors by members or their duly accredited representatives or proxies as herein provided, unless ballots be dispensed with by majority vote of the members present and voting.

Article VI

Board of Directors

Section 1. Board of Directors. The affairs of the association shall be managed by fourteen directors, at least one of whom shall be a resident of the State of New York.

Section 2. Who May Be Directors. Each director shall be a member of this association or a person entitled to vote at an annual meeting and any member who shall cease to be qualified as aforesaid shall thereby cease to be a director.

Section 3. Classes. The directors shall be divided into three classes one of four members and two of five members each. The officers elected by the members, to wit: The president, vice-president, secretary and treasurer, shall comprise the first class and they shall be elected and hold office for one year. The terms of directors of the second and third class shall continue to expire in alternate years and they shall be elected and hold office for two years. Each retiring president shall, upon the expiration of his term of office as president, be re-elected a director of the association for a

further period of two years as a member of either the second or third class according as the class may be for which members are to be elected at or immediately following the expiration of his term of office as president.

Section 4. Election of Directors. At each annual meeting the members shall elect directors to succeed those whose terms expire at such meeting and also to fill any vacancies in the board which may have occurred since the last annual meeting. Directors shall in all cases continue in office until their successors are elected.

Section 5. Powers of Board. The board of directors shall have power to elect a manager; to remove officers for cause; to employ and discharge agents; to fix the compensation of officers and agents; to suspend or expel members; to make contracts and to expend the money of the association for its lawful purposes; to make all such rules and regulations for the conduct of the business and affairs of the association as they may deem proper and necessary. To provide a period within which shall be paid the annual or quarterly dues or the assessments or charges hereinafter fixed or provided for and for failure to pay which dues, assessments or charges, members may be expelled or suspended until such dues shall be paid, as the board may determine; and generally to do all acts and things not inconsistent with the articles of incorporation and the by-laws, which they may deem necessary or for the best interests of the association. No officer shall be removed without the affirmative vote of a majority of the entire board.

Section 6. Regular Meetings. The board shall hold a regular annual meeting within ninety days preceding the annual meeting of the members and also another regular meeting to elect officers to be elected by the board and for other purposes immediately after the annual meeting of the members. It shall hold such meetings at such dates, times and places as it may deem proper and may fix by resolution dates for and hold such other regular meetings as it may deem proper and necessary. Notices of such meetings shall be telegraphed or mailed to all members of the board not less than ten days in advance of the meeting.

Section 7. Special Meetings. Special meetings may be called by the president or any two directors. Notice of all special meetings shall be given by telegraph or by mailing a notice thereof to each director at least ten days before the date of meeting, which notice may be sent either by the

secretary, the president or the directors calling the meeting.

Section 8. Quorum. A majority of the board of directors shall constitute a quorum, but in case there be no quorum present a less number may adjourn from time to time until a quorum be obtained. The meetings of the board of directors shall be held at such places and times as the directors may determine or as specified in the notices calling special meetings.

Section 9. Annual Audit. The board of directors shall annually appoint an auditor whose duty it shall be to examine and audit the books, accounts and records of the corporation or of any officers, employees or committees thereof and to make such audit as and when they may direct.

Section 10. Committees. The board shall have power from time to time to delegate any of its powers that by law may be delegated to any committee, officer or agent to act for and in place of the board of directors, when not in session or for special purposes, designating their duties and powers in the resolution of appointment, and shall have power to appoint any incorporated company, person or persons to be the agent or agents of the association to perform such duties as may by law be delegated whenever deemed to be necessary in the conduct of the business of the association.

Section 11. Reports. At each annual meeting of the members the board of directors shall submit a written report of all their doings and of the business of the association for the preceding calendar year.

Section 12. Seal. The board of directors shall have power to adopt a corporate seal and to alter the same at their pleasure.

Section 13. Vacancies. Vacancies in the board may be temporarily filled by the directors until the next annual meeting of the members.

Section 14. Order of Business. The board of directors may adopt their own rules of order and order of business not inconsistent with the provisions of these by-laws.

Article VII

Officers

Section 1. Election. The officers of the association shall be a president, a vice-president, a secretary and a treasurer. The president, the vice-president, the secretary and the treasurer shall be elected by the members at the annual

meeting each year. They shall hold office for one year and until their successors are elected and qualified.

Section 2. Other Officers. Such other officers, agents, or factors as may from time to time be necessary in the conduct of the business of the association may be appointed by the president, with the approval of the board of directors. All officers of the association may be removed or suspended for cause at any time by a vote of the board of directors as herein provided and officers and agents appointed by the president may be removed by him at any time.

Section 3. Duties of President. The president shall preside over all meetings of the members and board of directors, at which he may be present and shall exercise general supervision and control over the business of the association, subject to the direction of the board of directors.

Section 4. Duties of Vice-President. It shall be the duty of the vice-president, in the absence or inability of the president to act, to exercise all his powers and discharge all his duties; but in case of the absence or disability of both the president and the vice-president, a president pro tempore shall be chosen by the board.

Section 5. Duties of Treasurer. The treasurer shall receive all moneys of the association, safely keep the same and pay out such sums as may be authorized by the board of directors in the manner and under such conditions as they may prescribe. He shall keep an account of all transactions of his office and make an annual report of the same to the directors at their annual meeting next preceding the annual meeting of the members.

Section 6. Duties of the Secretary. The secretary shall attend all meetings of the members and board of directors and shall keep a true record of the proceedings thereof. He shall cause to be kept in the office of the association all letters, contracts and other instruments in writing and documents not properly belonging to the office of the treasurer, shall be the custodian of the corporate seal and shall affix the same to all documents that require the corporate seal or as directed by the board of directors, provided that all instruments requiring the corporate seal shall also be executed by the president. He shall present to the directors before the annual meeting of the members report of his work for the year. He shall also perform such other duties as may pertain to his office or which may be assigned to him by the board of directors.

Article VIII

Rights and Duties of Members

Section 1. General Obligations. Each member shall be entitled to the bulletins and to the general service of the association; and to the services of the association to assist in the settlement of differences between members and others and to protect members from irresponsible customers, to aid in the collection of accounts, and generally for such other services as may be required from time to time, not otherwise inconsistent with the laws under which this association is acting or the provisions of these by-laws. Each member shall be required to pay such stated dues or assessments as the members may from time to time deem necessary and proper for the purposes of the association.

Section 2. Dues and Assessments. Subject to change by the members, the annual dues shall be as follows: For members charging a gross minimum national advertising rate of 4¢ or less per line an assessment equal to $10. for each cent of such rate; for members charging a gross minimum national advertising rate of .041 to 5¢ per line an assessment equal to $15. for each cent of such rate; for members charging a gross minimum national advertising rate of .051 to 6¢ per line an assessment equal to $20. for each cent of such rate; for members charging a gross minimum national advertising rate of .061 to 7¢ per line an assessment equal to $25. for each cent of such rate; for members charging a gross minimum national advertising rate of .071 to 8¢ per line an assessment equal to $30. for each cent of such rate; for members charging a gross minimum national advertising rate of .081 and over per line an assessment equal to $35. for each cent of such rate. For members outside the United States, an assessment equal to $6. for each cent per line of the gross minimum national advertising rate charged. Annual dues shall be paid in four equal payments on the first days of January, April, July and October in each year. The members shall have power to fix such further monthly dues or assessments to be paid by each member of this association in such manner that the same may be apportioned among the members according to the number of typesetting or typecasting machines or other mechanical compositors owned or operated, or the product of which is used by each member. Such assessments may be made that the total amount thus collected together with annual dues,

and other revenues shall be equal to the cost of issuing bulletins, rendering service for, to and between members, the general expenses of the association, and the setting aside of such an amount from time to time for the payment of its debts, if any, and to provide against emergency expenses as the board of directors shall from time to time determine. Subject to change by the members, such additional dues to be paid by each member shall be $17 per year, payable on the first days of January, April, July and October in each year, for each type-setting or type-casting machine or other mechanical compositors owned or operated, or the product of which is used, by such member. Members so desiring may pay their dues monthly, instead of quarterly as hereinbefore provided, and in the case of such members the dues shall be paid in twelve equal payments on the first day of each month, January to December inclusive, in each calendar year.

Section 3. Bulletins. It shall be the duty of the board of directors or such officers or employees as they may designate, from time to time to prepare, publish and distribute among the members bulletins of privileged, special or general information, for the guidance and protection of the association, or any of its members; and upon request of any member the board of directors may submit special reports for the use or information solely of the member making application therefor.

Such bulletins shall be distributed to members upon such terms and conditions as may be subscribed by the board of directors, and each member receiving such bulletins shall receive the same solely for his personal use, and shall under no circumstances impart such information as they may contain to any person other than a member of the association.

Article IX

Suspension of Members

Section 1. Power of Directors to Suspend. The board of directors shall have the power by a two-thirds vote of the whole board to suspend a member for a stated period or indefinitely, or to impose upon him a fine not exceeding the amount of one year's dues of such member when it shall appear to the board that he has violated any provisions of these by-laws, or failed to pay any dues, assessments or charges that he may owe to the association, provided, al-

ways, that ten days' notice in writing of the time and place of hearing of any such complaint be first served personally or by mail upon the offending member and said member shall have an opportunity to be heard in his own behalf.

Section 2. Service to Stop. Upon the suspension of a member the bulletin service and all other service by the association to or for such member shall be discontinued and the fact may be reported to the members of the association in any bulletin issued thereafter. Such suspension may be reversed only by the affirmative vote of two-thirds of the whole board of directors.

Section 3. Rights of Members Suspended. Any member so suspended may at his option retain his membership in this association and at the expiration of the period for which he was suspended or upon the repeal of the suspension as above provided for shall again become entitled to all the rights and privileges as such member or he may withdraw from the association upon paying any dues, assessments and charges then due and unpaid.

Article X

Expulsion

Section 1. Right to Expel. The board of directors shall have the right to expel a member at any regular meeting or at a special meeting called for the purpose whenever such action is believed necessary to protect the welfare of the association and the interests of its members, or whenever it shall appear that such member has violated any provision of these by-laws or any rules of the association; but the board shall only entertain a motion to expel upon a presentation in writing signed by five members, and such presentation shall be filed with the secretary of the association at least two weeks prior to the meeting of the board, and the secretary shall within twenty-four hours send to such member a copy of such presentation, together with a notice of the time and place of the meeting of the board at which the same will be considered, at which meeting such member shall be entitled to attend and be heard.

Section 2. Votes Necessary to Expel. Whenever a member is presented for expulsion in the manner hereinbefore provided he may be expelled by the affirmative vote of four-fifths of all the votes of the entire board, whereupon his name shall be expunged from the rolls of the association and he shall forfeit all his rights and privileges.

Section 3. Readmission. A member who has been expelled shall be eligible for readmission only upon the terms and conditions applicable to new members.

Article XI

Construction

Section 1. Words Interpreted. The words "he," "his," "him" and "whom," whenever occurring in these by-laws and referring to any member of this association, shall be understood to include any person, firm, corporation or association which is a member. The words "company," "corporation" and "association," wherever occurring in these by-laws, shall be understood to be synonymous.

Article XII

Amendments to By-Laws

Section 1. How Amended. These by-laws may be amended by the board of directors at any regular meeting of said board by an affirmative vote of two-thirds of all the directors of the association, but no amendment shall become operative or take effect until the same shall have been recommended or ratified by a majority of the members by consent in writing filed with the secretary of the association or by affirmative vote cast at any meeting of the members regularly convened; provided further, that any such amendment shall first have been published in a bulletin of the association, together with a notice of the meeting at which the same will be acted upon or with a request for a consent thereto or ratification thereof, and a copy of such bulletin mailed to each member; and in the event that the amendment shall be consented to in writing by a majority of the members, then upon the filing with the secretary of such consents to the requisite number, the secretary shall publish in the bulletin a notice of the adoption of such amendment and shall cause a copy of such bulletin to be mailed to each member.

RESPONDENTS' EXHIBIT No. 4

Notes by Worth Coutney

September 22, 1947

Mr. K. L. Milburn, Business Manager,
Akron Beacon Journal,
Akron 9, O.

Dear Mr. Milburn:

The contract with the Beacon Journal Publishing Co. and this union which became effective on October 1, 1946, will expire on September 30, 1947. To take the place of the contract that is about to expire this union has accepted your counter proposal which was agreed to on August 19, 1947.

The Union's committee composed of John McCormick, Joseph Costello and Ray Sappenfield, chairman, met with you and agreed that the scale of wages would be increased as follows: Present weekly day rate of $78.00 to be increased to $86.00; present weekly night rate of $83.00 to be increased to $92.00. All other parts of the expiring contract to remain in force as a part of the new agreement and it is to continue until September 30, 1948.

It is further understood that on and after August 23, 1948, that if it is found that there are any parts of this agreement that may be construed to be in conflict with the provisions of Public Law No. 101 (Hartley-Taft) then such part or parts of this agreement are to be null and void. All other parts of the contract then shall remain in force until September 30, 1948.

With every good wish that our contractual relations will continue in the future as they have through the many, many years in the past, we beg to remain,

Most sincerely,
Akron Typographical Union No. 182
Reese J. Highfield,
Secretary-Treasurer and
Business Agent.

RESPONDENTS' EXHIBIT No. 5J

Notes of Meeting Held with Joint Typographical Scale Committee, October 21, 1947, 2:30 P.

Present: Messrs. Pilch, Girard, Rhoden, Burns and [illegible], representing Chicago Typographical Union No. [illegible]
Messrs. T. Antrim, Coutney, Griffin, Grumhar[illegible], Woodward and O'Keefe, representing Chicago Newspaper Publishers' Association.

Mr. O'Keefe opened the meeting by reviewing the efforts at negotiations to date. He stated that from the beginning, the Union had taken the position that it was going to ignore the law and that the Publishers likewise would have to ignore the law; that the Union presented six mandatory provisions of Form A and stated these provisions must be included in any agreement reached and that the substance could not be changed.

Mr. O'Keefe then referred to the proposal which the Publishers made on August 13th in which they offered to continue the present contract, including the closed shop for one year, with the additions of a qualifying clause to the effect that neither party would interpret the terms and conditions of the contract so as to violate the law, that they offered to meet night and day if necessary to negotiate such an agreement, including wages, and that the Union had promptly turned this proposal down.

He added that the Union then proposed "Conditions of Employment" the preamble of which stated that the conditions could not be interpreted as involving a meeting of the minds, that the publishers had refused to agree to "Conditions of Employment" because they believed that the best interests of both sides would be best served by a continuance of contractual relations. The Union had proposed that the Publishers offer conditions of their own and had also proposed various types of "understandings", none of which would involve an agreement or have the force of an agreement, and that the Union's position since turning down the Publishers' proposal of August 13th until Friday, October 17th, was that there could be no contract and no meeting of the minds; that on last Friday one of the members of the Union Committee had indicated that they could sign a contract, but another one corrected him by saying it was too early to make such a proposal.

Mr. Pilch asked what this all amounted to and what it lead up to. O'Keefe replied that it was obvious to the Publishers that the position that had been taken by the Union was completely in accord with the policy laid down by the International. Mr. O'Keefe then referred to a number of bulletins issued by the International officers as proof that his instructions were being followed by the local union, the purpose of which was to ignore the law themselves, force the Publishers to ignore the law, and to retain practices which are made illegal by the law.

O'Keefe referred to various bulletins which had been sent out by the Union to officers, and scale committees of all subordinate unions. He read excerpts from the Union's bulletins Nos. 98 and 99 and referred to instructions of the ITU to local unions which were dated October 6th and 7th respectively. Mr. O'Keefe repeated that the Publishers saw no possibility of reaching an agreement with the Union's committee in the face of their attitude and of the bulletins previously referred to, and said that perhaps the best thing would be to await the determination of the cases now before the N.L.R.B.

The Union offered us Form P-6A as a "good faith" proposal on which basis they were willing to negotiate, through collective bargaining, a contract. We were given to understand that paragraphs A to I, inclusive, or some other language that provided the same Union protection would have to be agreed on before the Union would sign a contract, and an agreement on wages, hours, sick leave would also have to be agreed upon by both parties before the Union would give us a signed contract. Too, we were told that the contract may be accepted for a long term period, provided it contained the 60-day cancellation clause.

Rhoden said, "If you absolutely refuse to go along on that basis then the possibilities are not completely exhausted. Then you should come to the very nearest you can, as close to that proposal as you can if you cannot agree to some of those provisions in Form P-6A. Tell us how far you can get to those provisions, just where your thinking stops. Then if we can be convinced that we can accept those proposals we will be in a position to recommend to Randolph on that basis. We don't know whether we can agree to your changes but if it is something we can agree to we will try and sell it to Randolph. I don't know that we can sell it to the Union, but we will try if we think

it is all right. We cannot write a contract in violation of the law."

The Publishers turned down both of them. The Union made a desperate effort to get us to give them a proposal on wages by saying, "Why can't you make us an offer that is adequate in money? Then if it takes weeks or months to work out a contract let's do it—our members need more money so they can feel secure while continuing. Unless you do make us an offer we will have difficulty in keeping them on their jobs after we report to them Sunday."

Mr. O'Keefe pointed out that the Publishers' objective was to reach an agreement in accord with the law, and said that if there was a possibility of accomplishing that objective that we wanted to pursue it.

Mr. Rhoden stated that the 60-day termination clause provided for in Form P6-A must be adhered to and could not be changed.

Pilch said that Form P6-A, paragraphs A to I would also have to be included.

Our committee finally said that we would again explore all of the Union's suggestions with their principles and meet again with the Union on Thursday, October 23rd.

RESPONDENTS' EXHIBIT No. 5K

Notes by Worth Coutney

Notes of meeting with Typographical Union,
Thursday, October 23, 1947

Present for Union: Pilch, Girard, Rhoden, Burns, Rhodes.

Present for Publishers: O'Keefe, Grumhaus, Tom Antrim, Woodard, Griffin, Coutney.

At the beginning of yesterday's meeting, O'Keefe stated that a meeting of the Chicago Publishers' Association had been held yesterday (October 22nd) at which time all aspects of the situation had been reviewed and discussed; that the proposal of the Union for a contract, based on the Union's Form P6-A, had been thoroughly analyzed and that the stated objective of the Union that P6-A was designed for the purpose of protecting the Union on matters that the Union considered of vital interest, but that the Union's proposal had offered no protection of any kind for the Publishers; that the Union's insistence of a 60-day termination was in no way acceptable to the Publishers. He said that the Publishers had also considered the Union's request that we clarify the Publishers' proposal by defining those provisions in our last contract that are in violation of the law and that, in the Publishers' opinion, this would be a useless procedure, knowing in advance that the Union's no contract policy advocated that Form P6-A was the only contract that the Union could negotiate. Under these circumstances, the Publishers had decided that it was futile to make any proposal to the Union until such time as the Union was in a position to assure us that a contract would be the result of such procedure.

Pilch said that P6-A was a full proposal; that the Publishers were refusing to negotiate any part of it.

O'Keefe referred to the I.T.U. policy which the Publishers were convinced could not be reversed and that the Union here was following Randolph's instructions to the letter.

Rhoden said that the Publishers were following A.N.P.A. plan of procedure with every "i" dotted and that we had no point in charging the Union with following I.T.U. policies when we were doing exactly the same thing.

Pilch remarked that under these circumstances it was no use to continue, that we were resolved to support the A.N.

P.A. program regardless of what happened. The difference was that the Union would negotiate everything and the Publishers refused to negotiate anything.

O'Keefe said that the Union had been instructed by Randolph that no contracts would be permissible unless they contained the 60-day cancellation clause and that this was the first stumbling block in getting a contract here. That the Publishers insisted on a contract that provided security.

There following a discussion of the 60-day provision in the Taft-Hartley Law. Rhoden read Section 8D under "Unfair Labor Practices" and contended that paragraph 1, which reads in part—

> "That where there is in effect a collective-bargaining contract covering employees in an industry affecting commerce, the duty to bargain collectively shall also mean that no party to such contract shall terminate or modify such contract, unless the part desiring such termination or modification—
>
> "(1) serves a written notice upon the other party to the contract of the proposed termination or modification sixty days prior to the expiration thereof, or in the event such contract contains no expiration date, sixty days prior to the time it is proposed to make such termination or modification;
>
> "(2) offers to meet and confer with the other party for the purpose of negotiating a new contract or a contract containing the proposed modification;"

gives the employer 60 days protection, etc. Rhoden tried in vain to convince us that the Union, under the above provision, could terminate a contract at any time regardless of term. Rhoden contended that the 60-day termination proposal was entirely within the law.

O'Keefe pointed out that the law specifically referred to the necessity for a 60-day notice prior to the expiration date.

Pilch said, "What's the use of talking about that—you do not have a contract." "However, we know the law as well as you do. Read Section 8D. What we propose is absolutely within the law if that's what the Publishers are worried about."

Pilch then said he wanted to read the letter (copy attached) which was a "posting" of the Publishers own unilateral conditions and he said that this letter represented

a bold attempt, on our part, to get the Union to accept our own mandated conditions and that if the Union expressed a consent to work under the understanding we imposed in that letter, that the Union would be agreeing to a contract which would require the Union to give 60-day notice before it could get out from under the terms thereof. They were not going to fall for any such trap as that one.

O'Keefe attempted to explain that that was not the intent of the letter—we were only advising the Union that wages and hours that had existed during the past 12 months were to be maintained in our rooms until such time as a new agreement had been reached.

Pilch said that it didn't make any difference what the Publishers intent was, that the Union had reasons not to trust and to look with suspicion on the actions of the Publishers.

O'Keefe said that we were only telling the Union, in that letter, that it had been past tradition to continue wages, hours and conditions of an expired contract until a new contract was made.

Pilch asked what hours our men were working today and O'Keefe answered 7 hours and 15 minutes. Pilch said, "Well, what the hell are you worrying about?"

Pilch said that was our tradition, not the Union's. "You have posted your own conditions—you have no right to invoke a contract on us. That contract is out." He said the Union had every reason to fear the Publishers and to be concerned about protecting its closed shop. "You are using varitype machines over which the Union had jurisdiction and you are already preparing for publication by non-union people. You are using non-union people today and even though you are not using it, you are producing it. You are violating your contract right now if you think you have a contract. You are not acting in good faith. You talk about stability, about your desire to avoid any instance that would compel you to hire non-union people and in the face of that statement you are hiring and using non-union people now, this very day, on machines that you agreed at one time would be operated by members of our Union.

He wanted us to agree to discontinue. We told him that rumors and threats from the Union sources of a strike or lockout was the reason why the Publishers were making such preparations and that if the Union would guarantee us that they would continue to keep our rooms in operation

until our differences were resolved, that we could then feel free to discontinue our preparations to "get out a newspaper" without the use of our composing room and the use of the union's members.

Pilch said that request was the same as asking him to give a "no strike pledge" which was silly and he wouldn't do it even if he could.

While this discussion was heated, we did not promise to discontinue such preparations.

The Union continued to accuse us of bad faith in being unwilling to bargain. They urged us to give a proposal for wages, to lay something on the table and continued to criticize the Publishers for their position of refusing to discuss anything with the Union until the Union gave assurance that it would give us a complete contract within the law when we refused, at the same time, to show where the Union's proposals were not within the law.

Finally Pilch said he had an idea which he had not discussed with anyone, including the Union Committee. This is his verbatim statement:

> "The Publishers deemed it advisable to attach their own signatures to letters that were sent to our members last Saturday. Now will these same Publishers have the decency to meet with President Randolph if he is called in? O'Keefe said yesterday that you wanted Randolph in."

At this point Coutney interrupted him to say that O'Keefe did not ask for Randolph nor did any member of the Committee make any such request.

Pilch said that O'Keefe had stated that the only person who could reverse the Union's position was the boss and that Randolph was the boss. From this, Pilch said, he interpreted it to mean that we desired to talk to the boss and as to Randolph coming here they would follow Union law.

We assured him this was not the case. Then he went on to say, "Well, the Publishers thought it advisable to attach their signatures to what they believed was an important document and while I have heard it was prepared while the Publishers' Committee was meeting with the Union in the conciliator's office, I don't know who did write it and I don't care. I can tell you that it did not have any effect on anyone and all it did was to get our people out of bed at 4:00 A. M."

There followed some discussion of whether or not the Publishers would be available for such a meeting. I said that Mr. White, whose signature was on the letter, could not be present. The Tribune advised that Col. McCormick was leaving Friday for an extended trip. The News was not too sure that Knight could be delivered. Griffin of the Sun-Times said that he believed Mr. Finnegan would be willing to be present at such a meeting. The result was that this matter was left indefinite and that the Union people understood that if our Publishers desired to meet with Randolph that our Committee could not prevent them from doing so.

We asked when Randolph was expected. Pilch said that the Union would follow procedure as provided in their laws —that the members would be advised at regular meeting Sunday of the Publishers' position after which Randolph would be advised.

This indicated to us that Randolph would not be here until the first of next week.

The meeting adjourned and no further meetings were scheduled.

At this point in the meeting Burns of the Union's Committee, penciled a note which he passed up to Pilch who in turn gave it to O'Keefe who passed it down the line for all members of our Committee to read. The note said, "I move we adjourn."

RESPONDENTS' EXHIBIT No. 5M

(Notes made by W. C. Coutney)

Meeting of November 11, 1947 (Afternoon Session) With Woodruff Randolph Regarding Typographical Situation

(Same people present as at morning session.)

Randolph: The Executive Council is here at my request. It is not here as a bargaining agent for I.T.U. or local. I am here as President in an attempt to adjust deadlocks. The same effort has been made here for a number of years —I'm here only to adjust differences. Whatever I say has to do with my own opinions—opinions for whatever use they may be to the local bargaining agent. What I say here is only in an effort to help—I cannot accept anything you may offer—whatever I say is an attempt to be helpful.

Antrim: Last year didn't you have authority to act for the Union and accept or reject the Publishers' offer?

Randolph: I.T.U. has authority to call a meeting of the local, at which it can make recommendations.

Antrim: Aren't we dealing with principles here? Suppose we arrive at some conclusion—do we have to wait, etc. for the local to act before anything can be accepted?

Randolph: Undoubtedly, we can only make recommendations.

Brown: Under the terms of your proposal—it does not represent an entire proposal.

O'Keefe: What do you mean it is not complete?

Brown: Doesn't say anything about money.

O'Keefe: We have done that before—we have not proposed wages until other provisions have been discussed.

Garrison: This proposal is a whole proposal.

Randolph: We don't quarrel with your phraseology—we just don't believe it. We don't believe it is complete. We accept this as an attempt on your part to work up to a full proposal.

Section 52 appears to be an effort on your part to make a contract that would be irrevocable and for a definite period of time. It would bind the union to a contract regardless of sacrifice on our part of security items. Would mean a complete surrender. It is not recommended by Executive Council at all—we are unable to agree that a contract can be made for that period of time.

The question of wage rate is question for expiration. Would like to prevent method of I.T.U. on particular form —"Conditions of Employment" is the method we think is best for you and for our members.

The language is for purpose of relieving the union from acts of individuals, who will keep on doing what we ought to do because of I.T.U. and it is not in the cards that we have to take any contract "willy nilly"—throws industrial relations into courts rather than in hands of responsible parties around a table. We want to avoid a responsibility that the law puts around people who sign labor contracts.

He read preamble of an old contract.

Unless each and every one of these Publishers assume responsibility of financial liability of the Chicago Publishers' Association—this legal document—we will have to insist upon legal and financial responsibility. It won't work for financial responsibility in the case of the Franklin Association. We set out to maintain all that we are doing now. Conditions of Employment amounted to a document under which the local union is responsible to I.T.U. We hold local union responsible—that is just as valid as any agreement ever reached by any local union. We have had responsibility of I.T.U. There is attempt to avoid responsibility of legal contracts no matter what the law might do to us. If we take a change for 60 days we can cancel the contract. We cannot strike for any one of those reasons. Then if we strike we will make the prize a little higher.

Finnegan: Supposing there is controversy on any one of those issues. What authority does I.T.U. have to impose compliance on the local during those 60 days before provision can be cancelled?

Randolph: There is more stability under Conditions of Employment than under Form P6-A. When you bring a non-union man in there isn't anything we can do to keep union men in that shop.

Finnegan: It does not confine acts to those four things.

Randolph: Let me point out, under any contract members can quit their jobs. (9 men quit jobs because they did not like the foreman.) There is no way whereby union can tell men they must work. The collective effort of people—judge must decide—whether action is concerted. There is no language that will or can make people do the right thing. No man is going to quit his job and lose his priority. He will not quit because of a triviality—historic stability prac-

tices. The local has been prevented from establishing Conditions of Employment without I.T.U. consent or of changing Conditions of Employment without consent of the Executive Council of the I.T.U.

Finnegan: Just what obligations does the union accept?

Randolph: Conditions as set forth in Conditions of Employment—all of them.

Finnegan: I got my principles of labor relations from Emory Thomason. If obligations are on members and union then the union accepts no obligation.

Randolph: I.T.U. is speaking to the union and not for the union. Once there is a relationship that is what happens.

Finnegan. Who, the Scale Committee or the officers?

Randolph: Previously it was with consent of both parties. Taft-Hartley Law has changed everything—no legal obligations, no responsibilities under the law.

Finnegan: What are the obligations of the Union?

Randolph: The Union will see that the Conditions of Employment are lived up to.

Finnegan: How can the Union make individuals live up to it?

Randolph: The Union can do so if Union men are to work in that shop. We will see to it that our members live up to it. The I.T.U. and local members have insisted in living up to their obligations, whatever they may be.

Finnegan: What are they—what are those obligations?

Randolph: To work at scale of prices and under that schedule of provisions. They have to eat and just as long as they live up to that scale of prices and provisions nothing is going to happen. We want to continue those obligations and to get out from under the Taft-Hartley Law.

Finnegan: If members have the right to quit their unions—at one time only advocate of the Wagner Act—you say that you have no obligations for what the members do—aren't you permitting the making of contract with individuals? If we gave 5 more to keep them on the job, where is your Union, etc.?

Randolph: The New Orleans Times-Picayune believes in that philosophy—they are going to do it. We have some seven million dollars in our mortuary funds. We aren't going to sacrifice those funds—we can use them for strike benefits if we have to—we can use them and have used them but we always put it back, but we don't need to. In any case we are not going to take any chances with those funds.

Knight: What you're saying in effect is that I.T.U. would police this document same as any document it has agreed to in the past.

Randolph: Certainly, that's just it.

O'Keefe: Other unions have gone ahead under the law in a manner that is satisfactory to all parties.

Randolph: Other unions haven't the capacity to adopt anything. Other unions are in your hands and will do just what you want done—they are captive unions.

Garrison: How would the thing work if Conditions of Employment were not lived up to from the employers' standpoint?

Randolph: By calling in the I.T.U. to interpret the relations of the local. All of these years that system has been in vogue—pays us to have it stay there. We are trying to avoid some nasty things the law is doing to us. No one kicked before Taft-Hartley Law—Florida and other states went along under Conditions of Employment before the Taft-Hartley Law. Then came the Taft-Hartley Law and they say "no"—everyone dropped down our threats. I.T.U. will not accept responsibility under any kind of a contract the local will write. We are not going to be drawn into 100 lawsuits over this thing. This is not the way our men are going to work—they don't pledge to the employer, they pledge to themselves.

Finnegan: Then you do not say you have any obligations to employers of any kind?

Randolph: Not in writing, but we say to you—it will be the same as it always was.

Antrim: At no place is that to be implied?

Randolph: No, not in writing but we will do what we have always done.

Bassett: I understand there is no obligation on the part of individuals but that the I.T.U. will see to it that they are complied with. At what point would you consider that men would ask for more money and throw up Conditions of Employment? The second question is if your laws provide for termination of status quo, then why doesn't I.T.U. insist on the return of normal production in Chicago composing rooms?

Randolph: In section 43, Article 4, the work "suspension" has been changed to "expulsion". This pertains to locals as well as individuals. We do have more authority to see to it that Conditions of Employment are lived up to.

Discipline to see to it that the union will function. The fact is I.T.U. will not authorize strikes until it has gone into the matter and decided that such action is warranted. If there is slowdown there, Pilch said greatly exaggerated, Pilch visited chapels and said it did some good but not fully effective, don't like to see these things occur—like to see relief on part of publishers. They are not trying to wreck the union. Filing of charges was most provocative. Last year we resorted to certain action and we used it, and for the first time our union ordered and sanctioned a slowdown. When you are in a war you are going to win.

Bassett: Conditions of Employment are important to us and enforcement is predicated on I.T.U. If we depend on I.T.U. for stability, we have had a bad example here the last two weeks.

Finnegan: What about the matter of the refusal of men to work overtime?

Randolph: The obligation of our people is to get out a paper with a reasonable amount of time to do it. We are trying to supply industry with sufficient men—we don't know how long this condition is going to last—housing is short, men will not move to Chicago, etc.

Finnegan: Is there some economic reason back of refusal of men to work overtime?

Randolph: Have had some cities where men may get caught up for need of rest.

Bassett pointed out slowdown and refusal of men to work overtime.

Randolph: All indications are that Publishers were out to give us the hot foot. You were setting out to do without us by training people for varitypers, etc. Our boys are not producing stuff with which Publishers later on can cut their throats.

Bassett: You have said that if the Publishers wouldn't accept your Conditions of Employment you were going to strike. Would you sit supinely by and do nothing if you were the Publishers under those threats?

O'Keefe: We had no way of knowing whether you meant this or not. We had no way of telling whether your statements were to be followed if Conditions of Employment were refused.

Bassett: The ANPA Committee laid the whole thing before you and your answer was the same.

Randolph: You weren't there—all they were interested

in was in getting us to change our position. ANPA has no authority—cannot even make recommendations. They said if you will call it off we will make an agreement to arbitrate—we wouldn't take it for a million dollars.

Bassett: What did you offer other than your Cleveland policy?

Randolph: You saw it—you saw our reply—it was printed in ANPA bulletins.

Bassett: What else have you offered—other than Form P6-A which you yourself have said is no good?

Randolph: By their works ye shall know them.

I don't like slowdowns—they know you can lock them out anytime.

Finnegan: Let's get back to Chicago (varitypers). At any time on this sentence alone they could all walk out.

Randolph: There will be one-half dozen out of 100 who feel they can do what they want to do. We have more discipline now than ever before. There are some things you can contract to get out of—our people are too old to go backwards. If we have an assurance of proper operation from your people we are not going to do anything different than we have ever done before.

Knight: At what time will they be changed—at what time will Conditions of Employment be changed?

Randolph: I don't know—at any time there is the necessity to do so.

Knight: Under a contract we can plan our business with stability—under Conditions of Employment we cannot.

Randolph: Some think by God, they will be changed every few weeks—that's not so.

Knight: What you're saying is that there are no punitive conditions that will cause them to be changed. Isn't it an invitation to individuals to work as they like?

Randolph: They'll soon find out that it is not. The reason why we've anchored Conditions of Employment to I.T.U. is so that we can protect our mutual interests. No contract, even P-6A, will have I.T.U. signatures. The reason is to protect our funds. We are not going to underwrite it or any other understanding.

Knight: You don't say here under Conditions of Employment that you will underwrite it. How then does Conditions of Employment give us any security?

Randolph: When we approve it—we see that it is lived up to.

Knight: Under reopening of conditions—does that have to have I.T.U. approval?

Randolph: Certainly.

Bassett: Suppose cost of living increases 20% and Chicago decided it needs more money—is that type of thing the reason for your opening?

Randolph: I think it would be a reason to open. At one time job men got $9.00 more than newspapers and there was an arbitration in 1921 in order to bring newspaper wages up, giving us a $13 increase.

Bassett: You now want the privilege of flexibility, etc.

Randolph: You gave me the case of 20%—whatever action, a request on the part of the local union would have to be approved by I.T.U.

Bassett: Reduction of hours—request on part of local—how would I.T.U. function?

Randolph: In any case, it must be approved by I.T.U. —cannot promise.

Bassett: Let me pose the reverse. What if business goes to hell—would you reduce wages?

Randolph: Why, certainly, we can't get more out of the industry than is in it. We haven't tried to.

O'Keefe: If the local voted to ask for more money—on slight justification—would you feel you had to respect judgment of those 1500 out of several thousand members, if 1500 want to change any condition, wages or others?

Randolph: They could call on you and try to get more but no action would happen without I.T.U. approval. We are going to hold on to that responsibility.

Bassett thinks this is just as bad—he thinks everything is in a helluva fix.

Following this, Randolph went through P6-A with Garrison, Provisions A to I.

Finnegan: After what you and Garrison have said about P6-A, I don't see how we would want it.

Randolph: I do not recommend it to you. It was designed in good faith for those who insist on a contract. I again say I do not recommend it. Conditions of Employment is better for both parties—maybe you don't like the name; if so, change the name to something else.

Knight: How about "Mutual Assistance Pact"?

Meeting adjourned until Wednesday.

RESPONDENTS EXHIBIT No. 5-N

(Notes of Worth Coutney).

Meeting of November 11, 1947 (Morning Session) with Woodruff Randolph Regarding Typographical Situation

Present for Publishers: Messrs. Field, Knight, Stewart, Antrim, Jr., Park, Garrison, Hamilton, Bassett, Finnegan, O'Keefe, Coutney, Barnes, Antrim, Grumhaus, Griffin, Woodard, Page.

Present for Union: Messrs: Randolph, Taylor, Brown, Hurd, Pilch, Girard, Burns, Rhoden, Rhodes.

Antrim, President of the Chicago Publishers' Association, opened the meeting:

"We listened yesterday to your talk with great interest—We were impressed with the sincerity. We know that you believe what you said—we have followed your speeches, we have read your testimony in the Baltimore case, we have read your bulletins. We know what your position is. We think you are wrong in your principles—you have a fear that we are out to wreck your union. We assure you that we would rather have union men than non-union men in our composing rooms. We know the seriousness of this situation as well as you do. The seriousness of this situation has created solidarity among the members of our Association, as never before. You referred yesterday to having your back to the wall—we assure you that we are in the same position. As an evidence of our sincerity, if we can have a meeting of minds, we will say now that we will hire none but union foremen. We can do that without evasion or violation of any law. We are also united in our desire not to have a legal approach but rather a human relations approach to this problem—man to man, men to men. But you have followed a legal approach and in that respect we will have to do the same. After your talk yesterday, we decided to have one of our people give you our side of the picture. I assure you that he speaks with the approval and the authority of all of us. Mr. Bassett . . ."

Bassett did a most commendable job of stating the reasons why the Publishers could not go along with Randolph's policies and in challenging Randolph's position, as indicated in his talk on Monday.

These are excerpts from Bassett's talk:

"We want you to know that it is our desire to protect your interests, preserve ours and to not evade the law."

Bassett challenged Randolph's statement that the press had not been factual. He said that here in Chicago the union had the best of it in this matter as far as our local press was concerned and questioned his basis for the feeling that the N.L.R.B. and the Publishers are "badgering your union". Assured him this was not the case—his own union publication did not always present matter that was wholeheartedly approved by Publishers. Editor & Publisher is not owned or controlled by newspapers and articles published therein were not of publishers' making, etc.

"You stated yesterday that your program had these three fundamental objectives—to preserve the closed shop, to preserve the right to refuse struck work and to preserve your jurisdiction, and you said you would preserve these rights come hell or high water, Congress notwithstanding.

Randolph interrupted to make the point that he said he preserved the right of union members to refuse struck work, etc.

Bassett questioned a policy that had no responsibility to an employer or to the laws of the country.

(At 11:00 A. M. Finnegan called all to arise, silence for Armistice Day.)

Bassett: "I understand you to say that the Publishers have but one of three alternatives—first, we can accept Conditions of Employment, unilaterally imposed; the Form P6-A is your second alternative or as you put it, we can engage with you in what yesterday you called fun."

He discussed the hazards of the 60-day termination provision that Randolph insists be made a part of Form P6-A. He told Randolph that to reach a settlement here he would have to have a more flexible position than that indicated here yesterday.

"We think you have completely misconceived our intent. It is fantastic to believe that this group of publishers is out to wreck or permit your union to be wrecked with or without a law. We believe that you do not believe that."

"You can't draw a general rule that covers 90% of the good unions in order to take care of 10% that are bad."

Bassett challenged a policy that was not flexible, one that would not permit the union to make a contract with Chicago Publishers merely because the union feared other unions.

"The problem is that you are fighting a law, not the Publishers." He questioned and challenged Randolph's

legal promise that without a contract the union had no responsibility.

He challenged the fairness of a program that placed all responsibility for law evasion on the employer.

Randolph, after Bassett finished, remarked that things said by him yesterday and by Bassett resulted from high emotions. He asked to make his objective clear, said there were really five:

1st—closed shop; 2nd—jurisdiction; 3rd—struck work; 4th—no contract; 5th—more money.

He said that the union would never give up the first three of these matters, union had always had them. He reiterated that the 4th had been recently obtained, that we had no contract and that we would not have one.

Garrison presented the so-called Garrison Proposal, which is:

"The Chicago Newspaper Publishers' Association proposes that the contract between the Association and Chicago Typographical Union No. 16 executed November 7, 1946, be renewed and amended and extended:

"1. By adding thereto two new sections reading as follows:

'Section 51. It is understood and agreed that no terms or provisions of this contract shall be so interpreted or applied as to violate any local or Federal law'; (or, in lieu of the clause just set forth, deleting from the contract all provisions relating to closed shop and struck work, and modifying the second sentence of Section 22 so as to read: 'It is understood and agreed that the general laws of the International Typographical Union in effect January 1, 1947, not in conflict with law or with this contract, shall govern relations between the parties on conditions not specifically enumerated herein')

'Section 52. In the event of any provisions of this agreement being held invalid under the law the remainder of the agreement shall not be affected thereby.'

"2. By making such other modifications as may be agreed upon;

"3. By adjusting the wage rates, as stated in Section 42, in such manner and to such extent as may be agreed upon, retroactive to October 21, 1947, but for not longer than 60 days;

"4. By extending the effective term of said contract as thus renewed and amended to October 21, 1948, and, in furtherance of such extension, substituting the date October 21, 1948, for the date October 21, 1947, wherever the latter date appears in said contract.

"5. By providing expressly that only members of the Union will be employed as foremen and that preference in employment for other situations will be given to applicants who formerly performed satisfactory work in the composing rooms on the newspapers members of this Association."

Randolph had some objections to this proposal as we expected him to have. . . . The term of the contract and other provisions. He said that provision No. 5 was one which the Publishers should not have in any contract—made Publishers liable to accusations and proof from third party sources of conspiracy to violate the law.

Randolph then referred to Form P6-A—said that it gave union protection on all of these things—would like us to tell him what was wrong with it.

He again referred to the insistence on a contract of one year or more and said, "If we had that in an agreement and any of the fields were invaded, we couldn't do anything about it if we were sued for damages or if injunction followed."

Randolph did not finally reject this proposal. He said it was not complete—it lacked wage offer and other things.

After again referring to P6-A, the meeting was adjourned until after lunch.

RESPONDENTS' EXHIBIT No. 10A

In This Bulletin:

ITU "Conditions" Rejected in Chicago; Publishers Refuse to Make Wage Deal, Page 1037.
Best to Withhold Wage Increases If Satisfactory Contracts Anticipated. Page 1039.
AFL Convention Concurs in ITU Attack on ANPA, Denham, and Sen. Ball. Page 1039.
Union Attorneys in Baltimore Case Admit ITU Changed Strategy. Page 1040.

American Newspaper Publishers Association
Special Standing Committee, Geo. N. Dale, Chairman
360 N. Michigan Ave., Chicago 1, Ill.

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Chicago, October 23, 1947 Bulletin No. 4983

ITU "Conditions" Rejected in Chicago; Publishers Refuse to Make Wage Deal

In a meeting with ITU local 16 on October 20, the Chicago newspaper publishers rejected conditions of employment which were presented to them after approval by the union in a meeting the previous day.

Here is pertinent chronology in the Chicago situation:

Oct. 17: Publishers offered to continue present contract provisions, with the deletion of items in conflict with LMRA, and to hold day and night meetings to negotiate wage increases which would be retroactive to Oct. 21 (expiration of contract) but for not more than 60 days.

Oct. 19: Union met, disapproved publishers proposal, approved Conditions of Employment (long form, see Bulletin 4966).

Oct. 20: Union presented Conditions of Employment which publishers rejected.

Oct. 21: Parties held further meetings without agreement, and old contract expired at midnight.

Following table compares existing journeyman rates and hour with union's proposal:

	Existing	Proposed
Weekly Rate (day)	$88.50	$102.60
Weekly Hours (day)	36¼	32½
Weekly Rate (night)	$91.00	$112.00
Weekly Hours (night)	36¼	32½
Weekly Rate (lobster)	$91.00	$117.86
Weekly Hours (lobster)	30	30
Vacations	3 Wks.	4 Wks.

Additionally, the union proposed extensive fringe demands such as severance pay, sick leave, etc.

The publishers refused to discuss union demands for wage increases until after the union agreed to a contract that would abide by the provisions of LMRA. Joe Rhoden, chairman of the union's scale committee, said it was imperative for the union to circumvent the LMRA because it outlaws the closed shop "under which we have always worked"; takes away the power of the union to refuse work from a struck shop; interferes with the jurisdictional affairs of the union; legalizes breach of contract suits, and prevents agreements in regard to socalled "featherbedding".

At the Oct. 17 meeting, according to Rhoden, the union officials told the publishers that the living standards of members are "poorer" now than at any time since World War I. He asked for increases in wages under a plan to work for a year without a contract and iron out other issues later, but the publishers insisted that the contract be worked out first.

John J. Pilch, president of the Chicago local which represents 1,500 printers employed by Chicago newspapers, said members would continue working until "procedures" of the ITU had been exhausted. He added that no work stoppages would be invoked until or unless authorized by the ITU executive council.

Letter to Union

Shown below is text of letter sent Oct. 17 to composing room employes of Chicago Daily newspapers, signed by John S. Knight for the Chicago Daily News; T. J. White, for the Chicago Herald-American; John D. Ames, for the Chicago Journal of Commerce; Marshall Field, for the Chicago Sun; Richard J. Finnegan, for the Chicago Daily Times, and Col. Robert R. McCormick, for The Chicago Tribune.

"The undersigned Chicago newspapers regret that after several months of discussion with your scale committee there has been no agreement on a new contract covering wages, hours, and other working conditions.

"The present contract provides for termination on Oct. 21, which is next Tuesday.

"We have been and still are anxious to bargain with your representatives collectively, in day and night sessions if necessary, in order that we may arrive at a new agreement and continue the relationship that we have had for more than 50 years.

"For the first time in this half century of our dealings with your union, thru these months of discussions and before the federal mediation and conciliation service, your representatives, pursuant to their instructions, have insisted that there can be no contract, written or unwritten, no agreement and no meeting of the minds on essential matters about which we should continue to maintain a definite understanding in order to avoid uncertain and unstabilized conditions in the composing room.

"The International Typographical union public statements and your committee's statements to us in our discussions, indicate that the ITU 'no contract' policy grows out of the reaction of your union to certain provisions of the labor-management relations act, enacted by congress. Your representatives have said with fairness that your union has no quarrel with the newspapers, but that the quarrel is with the new law. But, nothwithstanding what any of us may feel about the law, there is no reason why Chicago Typographical Union No. 16, and the Chicago Newspaper Publishers' association cannot continue to work together in good faith as in the past, in full compliance with the law.

"In the meetings between your representatives and ours, we have made it plain that we have no intention of using the new labor act to deprive you of benefits gained thruout the years, or to undermine your individual security, or the security of your union. This law has imposed new restrictions and responsibilities upon both of us. One of these is, in substance, that where a collective bargaining agreement has been in existence, as in our case, the parties are obliged to meet for the purpose of negotiating a new contract.

"We think you should agree with us that from your point of view and from ours, we should not discard at this time all of the security and stability in jobs, wages and oth-

er conditions of employment which written contracts have given to both of us in the past.

"In that spirit we have proposed to your representatives that those provisions of our present agreement that are within the law shall be continued for a period of at least one year—from Oct. 21, 1947, to Oct. 21, 1948; that after such an agreement has been concluded in good faith between us, then your representatives and ours shall consult on the matter of wages with the stipulation that when a wage scale has been mutually agreed upon it shall be retroactive to Oct. 21, 1947, but for not more than 60 days.

"In previous years work has continued pending the conclusion of a new agreement.

"We want to continue our relationship with you under the most amiable conditions thru a trying period in which we feel that men and women of good will can resolve even the most perplexing difficulties without animosity or disquiet."

Best to Withhold Wage Increases if Satisfactory Contracts Anticipated

Publishers who grant wage increases before they reach a definite agreement with the ITU on a new contract will find it difficult if not impossible to settle a new contract. This sound thesis is argued in the following extract from PNNA bulletin , Oct. 17, page 268:

Ninety-nine per cent of the International Typographical Union's "no contract" objective is realized when employers grant wage increases without obtaining contract commitments from the local union.

If the local union proposes a wage increase and "no contract" pending developments elsewhere, the employers' answer should be an emphatic "No". Nor should employers propose wage increases in the absence of a positive affirmation from the local union that it is willing to negotiate and sign a contract which complies in every particular with the LMRA. Even then the basic rule that wages and fringe costs are not open to discussion until agreement is reached on every other section of the contract should be forcefully invoked.

A wage increase for peace now will mean either no contract at all or a very bad contract at best when the ITU program has crystalized. Only by withholding wage in-

creases to local Typographical Union can employers hope to obtain satisfactory contracts within the law.

AFL Convention Concurs
In ITU Attack on ANPA,
Denham, and Sen. Ball

Among highlights of the recent AFL convention in San Francisco were the following:

(1) William Green and George Meany were re-elected president and secretary-treasurer respectively, and they are now the only officers of AFL. The convention stripped the Executive Council members of their titles of vice-president in order to facilitate signing of LMRA non-Communist affidavits.

(2) John L. Lewis' place on the council went to Daniel W. Tracy, IBEW president. Lewis and his UMW delegation boycotted the election proceedings.

(3) The convention decided to levy on AFL members increased per capita taxes and a special weekly assessment to raise a $3 million fund to tell the public why LMRA should be repealed. Sen. Taft thinks the AFL may have overstepped legal authority in this matter.

. . . . . .

: The U. S. Supreme Court refused to review the : NLRB decision in the New Bedford Standard-Times : case. For details, see Federal Laws Bulletin No. 46- : 1947, dated Oct. 16, 1947, from New York office of : ANPA.

. . . . . .

(4) The convention approved resolutions in favor of broadening the coverage of the Social Security Act, reducing the retirement age under the old age annuity plan from 65 to 60, and raising social security payments by increasing the annuity tax from one per cent to two per cent.

(5) The body adopted a resolution calling on Congress to raise the minimum wage standard of FLSA from 40 to 75 cents an hour.

(6) The convention reportedly concurred in a resolution offered by ITU which condemned the American Newspaper Publishers Association "for its attempt to use the procedure of the Taft-Hartley law to add its pressure influence against the ITU." The resolution, referred to the Federation's executive board for action, also attacked NLRB General Counsel Denham as partisan towards employer interests, and asked that he be removed by President Truman.

Sen. Ball (R., Minn.) was denounced as a "hateful enemy of organized labor."

Union Attorneys in
Baltimore Case Admit
ITU Changed Strategy

At a recent session in the NLRB hearing in Baltimore on refusal-to-bargain charges brought by the Graphic Arts League against ITU (see Bulletin 4972) union counsel Henry Kaiser suggested:

"It would be a happy circumstance to resume bargaining with an agent of the government as an observer to ascertain whether in fact there is today a good faith bargaining attempt to reach agreement."

Kaiser's suggestion followed an announcement by Trial Examiner W. R. Ringer that he would be willing at any time to permit a temporary adjournment of the hearing to enable the parties to reach a private settlement.

Union attorneys explained to the press that the "no contract" policy of ITU had been modified (see Bulletins 4978 and 4981), and that the union was substituting the strategy of asking for 60-day contracts. They pointed out this was permissible under the final paragraph of the ITU policy adopted at the Cleveland convention, providing that:

> "The executive council is hereby authorized to interpret, construe and enforce the (above) policy from August 22, 1947."

ITU is currently offering, in some cases, to sign its so-called "P-6A" contract form, but publishers cannot do so without running counter to LMRA, since that contract very cleverly provides closed shop as well as struck work coverage in violation of the new law.

Constitutional Questions

Union counsel in the Baltimore case have suggested "with all due respect" that NLRB is not "competent" to pass on constitutional questions which the union has advanced regarding LMRA, and also pointed out that the Board would have to uphold the Act "to stay in business." The parties and the trial examiner have agreed that no ruling on the issues raised by a "special appearance" questioning the Act's constitutionality on three grounds, will be in Ringer's report, which will be submitted to NLRB after the close of the present hearings. ITU counsel have retained the right to introduce the issues later, either before the Board or the courts.

RESPONDENTS' EXHIBIT No. 11A

Sioux City Typographical Union No. 180

Sioux City, Iowa, December 10, 1947.

Woodruff Randolph, Pres.,
International Typographical Union,
2820 N. Meridian,
Indianapolis, Ind.

Dear Mr. Randolph:

I am enclosing a copy of a proposal submitted by the newspaper publisher in Sioux City as a basis for wage discussion for 1948.

The union submitted this, without the date provision or the joint standing committee clause, as a memorandum covering conditions of employment.

We do not think you will approve our signing it with the date provision or joint standing committee clause, but we are submitting it to you to verify our position.

The employer has agreed to go along without a contract if the union will withdraw it's wage increase demand, but he refuses to discuss additional wages without a provision for dates.

However, our contract does not terminate until December 31, 1947, and we believe the employer will change his position when he becomes fully aware that he isn't going to change the I. T. U. policy. He obviously wishes to hold out as long as possible anticipating a break from somewhere.

We are reluctant to both you at this time for an opinion on this memorandum, but it offers us an opportunity to avoid deadlocking the negotiations here.

Wishing you all possible success in the N. L. R. B. hearings at Indianapolis and the Chicago strike.

Fraternally yours,
/s/ Mearle M. Morrison, Pres.,
S. C. Typographical Union No. 180,
Route No. 1,
Sergeant Bluff, Iowa.

RESPONDENTS' EXHIBIT No. 11B

1948

Scale of Wages and Working Conditions
Between
The Journal-Tribune Publishing Co.
and
The Sioux City Typographical Union No. 180

Section 1. Eight hours shall constitute a day's work; five days shall constitute a week's work.

Section 2. Eight hours shall constitute a night's work; five nights shall constitute a week's work.

Section 3. Day work shall be between 7 A. M. and 6 P. M. Night work shall be between 6 P. M. and 7 A. M.

Section 4. When it is necessary to work regularly designated split shifts, running from day into night hours, or vice versa said shift shall be paid at night rate.

Section 5. Journeymen shall receive not less than $..... per hour for day work and not less than $..... per hour for night work.

Section 6. A machinist shall be employed where 6 or more machines are in operation. Machinist shall receive not less than five cents per hour above journeyman scale for day work and not less than five cents per hour above journeyman scale for night work.

Section 7. Apprentices may work in the ratio of one to every seven journeymen situations until four apprentices are working, then the ratio shall be one to every ten journeymen.

Section 8. The minimum scale for apprentices shall be in proportion to the journeyman's scale for day or night work as follows:

First Year	40%
Second year	45%
Third year	50%
Fourth year	60%
Fifth year	70%
Sixth year	80%

Section 9. Overtime. Members required to work in excess of the unit of hours established as a regular shift must receive the overtime rate for all such excess time. The overtime rate shall not be less than one and one-half times the regular rate, based upon the hourly wage paid. Not less than time and one-half shall be paid for any shift worked

in excess of five within a financial week. When a member is required to work on a regular off-day or off-night not less than the overtime rate shall be paid for such work performed.

Section 10. Holidays. Whenever it becomes necessary to work on holidays the shift shall be limited to five hours; compensation shall be equivalent to one day's pay at the prevailing wage. For the purpose of this section holidays shall be: Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's Day.

Section 11. Vacations. Each employee covered by this memorandum will be entitled to two weeks' vacation on pay after he has accumulated 2,000 working hours of employment. Employees having accumulated 1,000 hours shall be entitled to one week's vacation. Vacations are to be assigned by the foreman, seniority rights to be taken into account in making up the schedule. The designated vacation period shall be from June 15 to September 15, but may be taken outside this period on request of the employee with the consent of the foreman.

Section 12. A standing committee of two representatives of the party of the first part, and a like committee of two representatives of the party of the second part, shall be appointed; the committee representing the party of the second part shall be selected by the Union; and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place. To this committee shall be referred all disputes which may arise which cannot be settled otherwise and such joint committee shall meet when any question or difference shall have been referred to it for decision by the executive officers of either party. Should the joint committee be unable to agree, then it shall refer the matter to a Board of Arbitration, the representatives of each party to select two arbiters and the four to agree upon a fifth. The decision of this Board shall be final and binding upon both parties.

Section 13. This memorandum is for a period of one year from January 1, 1948 to December 31, 1948.

Date:.....194.....

Initials:

RESPONDENTS' EXHIBIT No. 11C

December 19, 1947

Air Mail
Mr. Mearle M. Morrison, President
Sioux City Typographical Union No. 180
Route 1,
Sioux City, Iowa

Dear Mr. Morrison:

President Randolph has referred to the undersigned for reply your letter of December 10, in which you enclosed a counter-proposal submitted to your union by the management of the Journal Tribune Publishing Company.

Of course, it is better to get along without a formal agreement if such an arrangement can be made. However, the proposal as submitted by the employer can be used if the union desires by altering it as follows:

Change the second sentence of Section 12 to read as follows:

"To this committee shall be referred all disputes which may arise as to the construction to be placed upon any clause of this agreement or alleged violations thereof which cannot be settled otherwise, and such joint committee shall meet when any question or difference shall have been referred to it for decision by the executive officers of either party."

Change Section 13 to read as follows:

"This memorandum is for a period of one year from January 1, 1948 to December 31, 1948: Provided, that either party to this agreement may upon sixty days' written notice to the other party cancel and terminate this memorandum of agreement."

The 60-day cancellation provision is an absolute "must" for your union to properly protect itself.

Extending all good wishes for the Holiday Season, I am

Fraternally yours,

.....

First Vice-President.

RESPONDENTS' EXHIBIT No. 18A

FRED C. RASHLEY, a witness called on behalf of Respondents, being first duly sworn, testified as follows:

Direct Examination.

Questions by Mr. Van Arkel:

Q. Would you state your full name, Mr. Rashley?
A. Fred C. Rashley.
Q. What is your present address, Mr. Rashley?
A. 12 Cantville Avenue, Jamestown, New York.
Q. Were you last employed?
A. Post Journal.
Q. What is the Post Journal?
A. The only daily newspaper in Jamestown.
Q. Jamestown, New York?
A. That is right.
Q. Is there at present a strike on at your newspaper, Mr. Rashley?
A. There is, yes, sir.
Q. Do you have a local union there of the International Typographical Union?
A. We do.
Q. What is the number of that?
A. No. 205.
Q. Do you hold an office with Local 205?
A. Yes, I am the president.
Q. For how long a period of time have you been president?
A. I think three or four years at the most.
Q. Now, Mr. Rashley, when was the last contract negotiated which your Union had with the Jamestown Newspaper Corporation?
A. You mean the one we just got through working at?
Q. Yes.
A. That was negotiated a year ago last—I think it was in December. I am not quite sure—it expired—no, I will take that back. It was in October, that is right.
Q. October of 1946?
A. October, 1946.
Was that a one-year contract?
That is right.
Expiring in 1947?
Right.

• • •

Q. Now had you, in the interim period given notice of termination of contract?

A. We had according to policy, we had notified them at 60 days prior to expiration date, we notified them I think, around the first of September.

Q. About the first of September. Now, Mr. Rashley, thereafter did the employer submit any contract proposals?

A. They did, yes.

Q. I show you, Mr. Rashley, two documents, the first headed, "Contract between Jamestown Newspaper Corporation and Jamestown Typographical Union No. 205," and ask you if that is an accurate copy of the 1946-47 agreement between Local 205 and the Jamestown Newspaper Corporation?

A. It is.

Q. Now, I show you another paper headed, "Exhibit 1" with the righthand side, First Proposal September 4, 1947, in the form a letter addressed to the Jamestown Typographical Union No. 205, containing certain proposals, and ask if that is a proposal that the publishers submitted to you on September 4, 1947?

A. Yes, it is.

Q. Now, would that help you to refresh your recollection, Mr. Rashley?

A. It might some, yes.

Q. Now, I direct your attention to Section 2 of the letter of September 4, Mr. Rashley. Would you read that, please?

A. It says,

> Section 2, witnesseth, that this contract and scale of prices shall be in effect for a term of one year from the date of signing, and shall continue thereafter until a new contract shall have been concluded. If either party wishes to propose a termination or modification, it shall notify the other party to the contract, of its wishes, at least 60 days prior to the expiration date, and accompany the notice with a desired statement in detail, of the changes desired."

Q. Now, Mr. Rashley, I will direct your attention to that language, "shall continue in effect until a new agreement can be negotiated."

Was there similar language in the expired agreement?

A. No. In the old agreement we had in there—

Q. (Interposing) Could you read what the old agreement said in there?

A. I almost know it.

It says:

"Section 2, witnesseth, this contract and scale of prices shall be in effect from November 1, 1946 until October 31, 1947, and for such reasonable time thereafter (not exceeding thirty days) as may be required for the negotiation of a new agreement."

Q. So that in the expired agreement, there was a maximum period of thirty days during which negotiations would continue?

A. That is right.

Q. And in their proposal of November 4, it was contemplated the contract would run indefinitely until negotiations were concluded?

A. That is the interpretation we took.

Q. Did you point out to the publishers that would allow them, by not entering into a new agreement, to have the old contract run indefinitely?

A. We did.

Q. Let me ask you this: Did you feel that that change in Section 2 was a change which was required by the Taft-Hartley Law?

A. Well, I thought that Section 2, the way we interpreted the thing, was they were trying to tie us down to an agreement that would go on indefinitely, and I did not think the Taft-Hartley Law really covered those clauses.

Q. Now, I direct your attention to Section 4, Mr. Rashley, of the proposal of September 4. They have marked Section 4, "Delete." They want to delete Section 4 of the old contract. What was it?

A. The 1946 International Typographical Union General Laws are a part of this contract except in instances where such laws conflict with any terms of this contract.

Q. Now, then, the effect then of the deletion of that clause was to eliminate any requirement that the General Laws of the International Typographical Union should govern relations between the parties not covered by the contract?

A. That is right.

Q. Was that change, Mr. Rashley, a change which was required by the Taft-Hartley Law?

A. I think it was. I think the publishers have an idea that some of the International Typographical Union General Laws may be violations of the Taft-Hartley Law. For years, we have always had that particular clause in all our contracts up to the particular day, that is the first time we have noticed the publishers desired to take that particular clause out of any contract.

Q. Was it your feeling that some provisions of the General Laws were lawful under the Taft-Hartley Act?

A. Yes, we think they are.

Q. However, this proposal was one to eliminate them entirely?

A. That is right.

Q. Now, I will direct your attention to Section 6 of the proposal of September 4. Was there any significant change in Section 6 of that agreement?

A. Yes, I believe there is. I can't tell you offhand what it was right now without comparing the two documents. If I remember right, I think it refers to the General Laws, making the General Laws of the International Typographical Union subject to arbitration, and in the old proposal it did not.

Q. Would you read the provision in the old proposal, Mr. Rashley? I mean in the old contract.

A. Section 6, a standing committee of the representatives of the party of the first part and the—

Q. (Interposing) Excuse me. If you just read that portion dealing with the General Laws, the arbitrability of the General Laws of the Union.

A. "The decision of this Board shall be final and binding upon both parties provided the local union laws not affecting wages, hours and working conditions, and the laws of the International Typographical Union in effect on the first day of January, 1946 shall not be subject to arbitration."

Q. Now, did the publishers then propose to delete that phrase?

A. They did. They finished up with, "the decision of this Board shall be final and binding upon both parties."

Q. So that the effect of that deletion would be to make local laws and the laws of the International Typographical Union subject to arbitration?

A. That is right.

Q. Was that something that was required by the Taft-Hartley Act?

A. I imagine it is. I am not too familiar with the Taft-Hartley Act, to tell you truth.

Q. Did you take any position with respect to the matter in your discussions with the publishers?

A. Yes, we told them we would not accept their proposal in view of the fact they were asking us to eliminate our own International in our own local by-laws.

Q. Now, I will call your attention, Mr. Rashley, to page 2 of the affidavit filed herein by Mr. Nelson.

The Court: What number?

Mr. Van Arkel: Exhibit 27, your Honor.

Q. I direct your attention to page 3 of that affidavit Mr. Rashley, in which Mr. Nelson states:

"On September 4, 1947, the corporation submitted a contract identical with the contract of the preceding year eliminating the closed shop provision."

Do you have any comment to make on that statement?

A. I would say that the proposal that they submitted to us had varied and differed considerably from the proposal we had been previously working under.

Q. Was the closed shop condition eliminated in their proposal?

A. Yes, I think it is.

Q. And in addition there is other sections were eliminated?

A. That is right.

Mr. Van Arkel: I will offer in evidence, if the Court please, as Respondents' Exhibit No. 5, these two documents from which the witness has testified.

Mr. Johns: No objection.

The Court: Admitted.

(Respondents' Exhibit No. 5 was admitted in evidence.)

Q. Now, after you had received that proposal from the corporation, did you have any meetings with the publishers with respect to it, Mr. Rashley?

A. We had meetings—I jotted down a few notes, if I may be permitted. On September 16, we had a meeting which we called more a get-together.

The Court: When?

The Witness: September 16.

Q. (By Mr. Van Arkel) Prior to that time, had you submitted any proposals?

A. Yes, we did hand them a copy of the Conditions of Employment.

Q. When was that?

A. That I think went in around the 14th—12th or 14th of September.

Q. Was that sent them by mail?

A. Yes, it was by registered mail.

Q. Can you tell us what the discussion was at your meeting of September 16?

A. Well, of nothing in general. They just talked over—like I say it was called more or less a get-together meeting. We have always had more or less friendly relations. We were talking more or less about the conditions of employment and the policy drawn up at the International Typographical Union Convention. There was nothing definite. It lasted too long, around six o'clock, and we adjourned until Friday night at eight o'clock.

Q. At that meeting of September 16, was there any discussion with respect to continuing along for one month after the expiration of the agreement?

A. No, at the Friday night meeting, is when we got down to more or less serious business, and Mr. Nelson asked us about the thirty-day provision which would extend the contract beyond the expiration date for negotiating period. He asked us if we would grant that concession to the company and we, at that time, stated that we would take it under consideration and let him know.

If my memory serves me correctly, it is so far back—we did tell him that we would grant him the thirty days proposition.

So everything went along for a while. We had no more meetings. Finally we got hold of Mr. Nelson again.

Q. That meeting that you have just testified about was September 19?

A. It was on September 19th.

Q. At that meeting did you request that any further proposals be made to you by the employer?

A. Yes, we did ask him at that time if he would give us a monetary offer. In the original proposal he gave, he asked for the same conditions in regard to terms of wages, vacations, etc., as we had been working on in the past. We asked if he could not give us something to take to the Union. We wanted to get the thing over before the expiration date.

He said he would much rather go through the old pro-

cedure we had in the past, going through all the different clauses in the contracts, then go back to money, hours, etc., later.

We did not get anywhere, and around the middle of October, why, I asked him again, if he wanted to meet.

"Well," he said, "Have you got any proposal to give us?"

I said, "You have our proposal, which is that Conditions of Employment. Have you got anything to give us? You have got ours the same way."

This was off the record meeting. I met him in one of the hallways.

Q. Before you get to that, that you say was in the middle of October?

A. Well, I would say probably around the middle of October. It might have been in the first of October. It might have been around the middle. We meet around the first of the month. We wanted something to report to the Saturday night meeting.

Q. Go ahead.

A. We requested the services of a representative to come in and help us out. We saw we were not getting anywhere, and the International office assigned Mr. Kirkpatrick to the job.

Q. Now, at that point, Mr. Rashley, I call your attention again to Mr. Nelson's affidavit which states this:

> "Further negotiations were had between the corporation and the Union representatives culminating in meetings held on October 8, 9, and 14, 1947, at which Mr. Kirkpatrick, representatives of the International Typographical Union was present and took the principal part in the discussions."

First, let me ask you this: Did you have a meeting on October 8th?

A. No, we had no meeting on October 8th.

Q. Did you have a meeting on October 9?

A. Yes, we had a meeting on October 9 at the office request. They called us down and wanted to know if we were still considering the Conditions of Employment.

Q. Did you have a meeting on October 14?

A. At that time, at that date we had no meeting with the publishers on October 14th. We had a meeting with the New York State Conciliation Service.

Q. Now, let me ask you this: Did you have a meeting on October 7?

A. That is the meeting that he called us in and asked us if we had anything more to offer. He said he still insisted on us handing him a contract.

Q. Was Mr. Kirkpatrick at that meeting on October 7?

A. No, he was not.

Q. Was he at the meeting of October 9?

A. No, Mr. Kirkpatrick was not.

Q. Did you have a meeting on October 10?

A. Yes, we had two, in fact.

Q. Was Mr. Kirkpatrick present at that meeting on the 10th?

A. Yes.

Q. Was Mr. Kirkpatrick present at the meeting on the 14th?

A. No, Mr. Kirkpatrick was not present at the meeting on the 14th.

Q. You state that was not a meeting between the publishers, and between the corporation, but with State Mediator?

A. Yes, we had met with the publishers that afternoon and that night.

Q. Who was present at the meeting of October 7th?

A. Well, it was the members of the Scale Committee consisting of myself, the secretary, Mr. Fred Bass, and another member of the Union, Fred Freeman and for the publishers, Levant Hall and J. Fred Nelson.

Q. What happened at that meeting, Mr. Rashley?

A. Mr. Nelson, at that time, asked us—I think prior to that I had notice from Mr. Nelson, I had sent for the representative. He asked if I had heard from the International with regard to a representative. I told him I had not, otherwise, I had notified International Headquarters so then he wanted to know if we would sign their agreement and agree to their agreement and wanted us to go over their agreement paragraph by paragraph. We said we would it. We spent the entire meeting going over theirs and voicing our objections to the various clauses that had previously been testified to.

Q. Now, did you make, in that meeting, any objection to the elimination of the closed shop provision which had been in the previous agreement?

A. Yes.

Q. What was your objection to it?

A. Well, we objected to it for the simple reason that we

would be losing all our rights that we have had prior to the Taft-Hartley Law, such as seniority, and all the mortuary, pension, etc.

Q. I am afraid we misunderstood each other, Mr. Rashley.

A. Oh, the closed shop.

Q. Did the proposal of the publishers ask the elimination of the closed shop?

A. Yes, it did.

Q. Did you make objection to eliminating that from the old agreement?

A. No, we did not.

Q. Now, that you refresh my memory, we did not make any objections, although we did state the fact—you see in our particular shop we have a very funny situation. Our foreman, who was our present foreman, had a heart attack, and he was not there and they placed the assistant foreman in charge and we argued back and forth in regard to the non-union men coming in, told them that the foreman naturally, the union foreman, would come in; he said he did not see how he could eliminate hiring non-union men and still be within the law.

He said, "How am I going to know whether a man is a union man or not?"

If I remember right, the secretary of the Union did spring on him the fact that a union man always would go to the composing room looking for work—a non-union man would not. So he passed it over, after that, and never said no more. He said "Well, we will adjourn until Mr. Kirkpatrick gets in."

That is the last we heard. That is all the objections we heard pro and con. I can remember at the present time.

Q. Was there any discussion with regard, at that meeting, with respect to the changes which the corporation proposed in Sections 2, 4, and 6 which you have mentioned before?

A. Was there any objections from the publishers?

Q. No, was there any discussion of that?

A. Oh, yes. We discussed that, and they said it was practically on the same proposition, that is, their opening clause, was the same as ours, and we argued back and forth and pointed out to them their termination 60 days was all right, but the amount of time for the end of the contract provision was what we could not get over. The fact that

the agreement would run until such time as a new agreement may be reached.

Q. You are now speaking of Section 3?

A. Section 3 was—I don't remember what Section 3 was on.

Q. Sections 2, 4 and 6, I was talking about.

That meeting adjourned then, you say?

A. We adjourned, yes.

Q. When did you have the next meeting?

A. October 10.

Q. Was Mr. Kirkpatrick there?

A. He was.

Q. Will you tell us what happened at that meeting?

A. Immediately in the morning it was the same, Mr. Kirkpatrick came in and, of course, wanted to review the case from both sides, very fair, and during the course of the meeting Mr. Levant Hall asked if it was possible for the local union to submit a contract. Mr. Kirkpatrick says yes, it was. Of course, if they wanted to know if we could submit one, Mr. Kirkpatrick says, "Sure, we will, but will have to have time to prepare."

That was at twelve-thirty. We started at ten-thirty. Mr. Kirkpatrick suggested we adjourn until two to give time to draw up the contract. We adjourned, and at two o'clock we walked into the hotel room again and Mr. Nelson and Hall were sitting waiting for us, and immediately asked us if we had this contract ready, so we handed, Mr. Kirkpatrick handed the publishers Form P-6A.

Q. Was that filled out?

A. It was filled out.

Q. What, if any comment did the publishers make?

A. Mr. Levant Hall took one look at it and said, "Well, we got our belly full. We asked for it."

That is the exact words he used.

Q. Was there any further discussion of that proposal at that meeting?

A. No, no more discussion. They said they wanted time to look it over and consult with their attorney. I imagine they wanted to look it over and go into consultation.

Q. Did you have a subsequent meeting thereafter?

A. That was in October. Yes, in November.

Q. You mentioned earlier, I think, Mr. Rashley, that you had a meeting with the mediator on October 14th.

A. That is right.

Q. What happened at that meeting?

A. Well, we did not meet in the presence of the publishers. As I stated, we met separately. We met with them in the afternoon and we met with him at night. We prevailed on him to see what he could do to get both parties together to reach an agreement, to use his own words, he thought it was very hopeless.

Recess.

Q. Now Mr. Rashley, again directing your attention to page 3 of Mr. Nelson's affidavit, which states that:

> "On November 2, 1947, the Union representatives issued an ultimatum that unless the corporation acceded to the proposed Conditions of Employment by seven-fifteen o'clock p. m. of that date, its members, all of the employees of the newspaper's composing room, would refuse to return to work."

Was any such ultimatum given on that day?

A. The publishers considered an ultimatum—

Q. (Interposing) Was any such ultimatum given on that day?

A. Yes, there was a request.

Q. On November 2, 1947?

A. No, not on November 2nd.

Q. You testified about a meeting which you had on October 14th, with the mediator present. When did you next have any meeting with the publishers or with the mediator, Mr. Rashley?

A. Well, it went along quite some time, and finally we got kind of worried. It got past the expiration date of the contract.

Q. That is with the thirty days extension that you had given?

A. No, it had got past. You see the actual expiration date of the contract was on October 31st, but we had got into negotiation period, the extra negotiation period.

Q. The extra thirty days under your previous agreement?

A. Yes, so we began to get worried and wondered what was cooking, so naturally Mr. Kirkpatrick called me, asked me if we had made a settlement of any kind because he had not heard from us. I told him no. He said, "I will be in Jamestown on November 24. You notify the publishers to that effect and get a meeting," which I did.

On November 24th we had this meeting.

Q. And what happened at that meeting of the 24th?

A. At that meeting Mr. Carl Thiesing, New York State Publishers Association, was present, together with Mr. Hall and Mr. Nelson and the regular members of the Scale Committee, along with the representative of the State Mediation Service. That was on November 24th.

Q. What happened at that meeting?

A. Mr. Thiesing addressed our Secretary of the Union and asked him to take down a proposition, and it is quite complicated.

Q. I show you this document, Mr. Rashley. Is the first portion of that, dated November 24th, 1947, a copy of the publishers' proposal of that date?

A. That is right.

Q. Would that help you refresh your recollection as to that proposal,—what were the terms of that proposal, Mr. Rashley?

A. On November 24th, the proposal was as follows:

"Publisher's Proposal

"A signed contract on the following basis: One year from November 1, 1947. Any time after December 1 pay would be retroactive for 30 days, $6 per week increase.

Publisher to install teletype tape perforators. Union will not have jurisdiction over these perforators.

Publisher will agree there will be no reduction in 5-day situations for one year from date.

This does not include Charles Roberts or Mrs. Johnson.

Contract would be the one proposed by Publishers."

Q. Was there any discussion of that at that meeting?

A. We discussed—the publishers along with Mr. Thiesing, left the room. The State Mediator left the room, and we discussed it thoroughly, and the committee decided to turn it down.

Q. Did you so notify the publishers?

A. We so notified the publishers on November 28th I think we notified them verbally, but on that same night we told them we would take it under consideration, we did not think it would go through for the Union. We had a meeting with the Union on the 28th. We had again a meeting with the publishers.

* * *

Q. Now, did you arrange a meeting for Sunday?

A. We did, for Sunday morning.

Q. What happened at that meeting?

A. At that meeting Sunday morning we went in there and we pleaded with them to give us a proposition. We told them we were not looking for trouble, we wanted a proposition. One of our members offered to work—one of the members of the Scale Committee, this is—offered to work under a Taft-Hartley Union proposal, Union contract, which they turned down flat.

Q. Now, Mr. Rashley, did you receive on November 29 a communication from the corporation?

A. Yes, we did receive this communication.

Q. Since it is rather short I wonder if you could read it into the record?"

A. "Referring to our contract with you dated the 21st day of November, 1946 and any amendments thereto and renewals thereof, the undersigned offers to submit any dispute which may exist between us relative to the making of a new or subsequent contract to a fair and impartial arbitration by disinterested parties and to abide by such arbitration, but we shall not be required to submit to arbitration by any agency which cannot be shown to be fully disinterested, fair, and impartial in the ordinary sense in which those words are normally employed."

signed by J. Robert Nelson, Manager.

Q. Was there any discussion with respect to that letter at the meeting of Sunday morning?

A. Yes, we asked him—in fact he mentioned the fact what we intended to do about their offer of arbitration. We asked him point blank if that was not for strike insurance. He said yes.

Q. Was that explained further?

A. No. That was all of his conversation about it. We asked that point blank. We never asked what action we took or anything else.

Q. Did you ask if that offer of arbitration was to be eligible for strike insurance?

A. We took that attitude, yes.

Q. Now, were any other proposals made at that meeting on the morning of November 30?

A. First, we offered the one. We worked for eight dollars the same increase that Buffalo received.

Q. Buffalo settled for eight dollars?

A. We offered to work for the eight dollars they received. It was turned down and also that one I previously mentioned, working with a Union shop; we also offered to work for the same money we had been receiving in the past year if we could maintain jurisdiction over the teletype. All of the proposals were turned down flat.

Q. Did you report those facts back to the Union?

A. Yes, we did on Sunday afternoon. We had a meeting Sunday afternoon and discussed their proposals very thoroughly at that time—their original proposals.

Q. Was any action taken by the Union membership at that meeting?

A. On Sunday afternoon there was no action taken; in fact we were in session all day and up until about ten minutes to twelve that night; we called to the office and asked them if we could talk with them for a minute.

Q. Did you have such a talk?

A. Yes. We went up there and we told them that we were not able to come to any conclusion. We were still weighing their proposition, and we would like to have a meeting with them the following afternoon.

Mr. Nelson then said, "Are you coming to work in the morning?"

We said, "Yes."

He said, "you will have to work with the teletyper."

We said, "Well, we will work," which we did.

The men went in on Monday morning at the regular time and worked the full shift.

Q. Was a vote taken on Sunday, November 29 to request sanction to take a strike vote?

A. That was taken Friday night.

Q. The preceding Friday night?

A. Yes.

Q. That would be—

A. (Interposing) November 28th.

Q. What was the vote of the membership on that?

A. Unanimously—thirty ayes, no nays, to request sanction from the Executive Council to take a strike vote.

Q. Was the fact that that vote had been taken called to the attention of the corporation?

A. No.

Q. Now, did you then go in to work on Monday?

A. We went to work Monday morning.

Q. That was December 1st?

A. That is right.

Q. What occurred on that day, Mr. Rashley?

A. We went down on the afternoon after we worked a full shift, we went down, and met with the office and told them that after a careful study all day long of this proposition which they asked us to consider, we said it could not be done. Then they asked us to take another proposition.

Q. Would you state what the terms of that proposal were?

A. This proposal is to consider under the old contract except for such provisions as they consider in violation of the Taft-Hartley Law.

Q. What does "they" mean?

A. They are the publishers.

• • •

Q. (By Mr. Van Arkel) Was a strike vote taken?

A. It was on December 1st.

Q. Did the men work on the following day?

A. They did.

Q. What occurred thereafter if anything?

A. On Tuesday afternoon, December 2nd, we requested another meeting because we wanted to give them our result of their proposal we received the day before. We went in there and we talked with them again. We pleaded with them and we told them at that time, that—now comes the place where they claim we issued the ultimatum. It was no more than a request that they present to us a proposition which would be more acceptable to the Union, or otherwise the men would not show up for work on the night shift that night, or the day shift the following morning. We gave them until seven o'clock that night in view of the fact we were going to have a meeting that night, and at about quarter of seven Mr. Nelson called my home and asked me to wait there because he had a proposal to offer, and the proposal he brought up and handed to me and walked off, never said no more, asked if I would present that to the Union that night.

Q. Which proposal are you now speaking of?

A. I think it is dated December 2nd. I don't have a copy with me, but I would recognize it if I saw it.

Q. Is this the letter that you were referring to of December 2nd, Mr. Rashley?

A. Yes.

Q. Will you state in substance, what the offer was that was contained in that letter?

A. Well, there were two sections. I can read the thing in very short time if you so desire.

Q. If no one has any objection; perhaps he can read it into the record.

A. It says:

"Gentlemen:

You have submitted to us an offer to continue working for us based upon our acceptance of the following conditions:

"1. That your proposed conditions of employment be posted in our composing room and these be the conditions under which you will continue your employment.

"2. That you be given jurisdiction over the new teletypesetter perforating machines.

"Certain other conditions were imposed by you which we believe capable of satisfactory solution. However, until you proceed to bargain on a basis permitted your union and this company under the existing law you have tied our hands and estopped us from lawfully continuing to negotiate.

"We are willing and anxious to continue bargaining on issues permitted by law and enter into a legal and valid contract binding on both parties. We urge you to renew your negotiations on subjects permitted both of us by law and continue your work during the renewed negotiations.

"We renew our offer submitted to you on November 24, 1947 and request you to give it further consideration."

We saw that last paragraph, it was enough. It was the same offer we had turned down previously.

Q. Was that letter published in the Jamestown Post Journal?

A. Not that I know of.

Q. Thereafter, did the men go on strike?

A. They did, starting that night. The night shift did not go in December the 2nd.

Q. Is that strike presently continuing, Mr. Rashley?

A. It is.

Q. Has the Jamestown Post Journal continued to publish during this interim?

A. They have.

Q. Now, referring again to Mr. Nelson's affidavit, page 4, he states,

"The corporation requested the entire matter be submitted to arbitration, but no reply was received."

Was there any further discussion of the matter of arbitration other than that you have testified to, concerning the Sunday morning meeting?

A. No.

Mr. Van Arkel: I think that is all, your Honor.

Cross Examination.

Questions by Mr. Johns:

Q. You sent a letter of termination of that contract dated September 1, 1947, serving notice that the contract be terminated on November 30, 1947, did you not?

A. That is right.

Mr. Van Arkel: I want to get this clear.

Redirect Examination.

Questions by Mr. Van Arkel:

Q. Mr. Rashley, December 6 were letters sent by the Company to its employees stating that, and I read:

"Unless you return to work at our plants at your usual hours on Monday, December 8, it will be necessary for us to replace you."

A. They were, telegram on the 4th and letter on the 6th.

Q. Did the men return to work?

A. Yes. No, they did not return to work.

Q. How has the paper continued to be published since the strike began?

A. By the use of teletypes and scabs and rats, we called them in the trade.

Mr. Van Arkel: That is all.

Mr. Johns: No further questions.

The Court: Besides the question of wages, the jurisdiction over the teletype situation, would you say that negotiations broke down between you and the Publishers because of not reaching a satisfactory understanding having to do with maintenance of closed shop conditions by the Publishers?

The Witness: No.

The Court: Is it your position or yours, in substance, as far as these negotiations are concerned that you could have reached a satisfactory arrangement with your publisher which would have permitted, or which would have been in conformity with the provisions of the Labor Management Act having to do with closed shop?

The Witness: I don't follow you.

The Court. Perhaps that is involved. Was there any indication, in your negotiation, that you could or could not have reached a satisfactory agreement having to do with any question concerning closed shop?

The Witness: You mean to say do I think that we could have reached a satisfactory agreement without the closed shop or with the closed shop?

The Court: That would have met your views, and the Publishers' views with the closed shop?

The Witness: Yes, I actually think we could have.

The Court: You were not demanding a closed shop?

The Witness: No, not necessarily. We were asking for an agreement.

The Court: Would you have agreed to something other than the Conditions of Employment or the P-6A that would have embraced your understanding, had you reached satisfactory arrangements on wages and teletype jurisdiction?

The Witness: I think we could have.

The Court: I shall permit any questions.

Mr. Van Arkel: I have one question, your Honor.

Q. (By Mr. Van Arkel) Mr. Rashley, on Sunday, November 30th, did representatives of the Union propose an agreement containing a Union security shop under the provisions of the Taft-Hartley Law?

A. We did.

Q. What was the Management's reply?

A. There was no reply. They just looked at us, looked and said, "No." They were, as we say, very stubborn. We took it for granted—in fact Mr. Nelson made the remark—he said. "You fellows got me a year ago. You got me for a wage demand. I made up my mind you would not get me again."

That is the words he used.

Q. Is your idea that the strike was deliberately provoked in order to get rid of Union compositors?

Mr. Johns: I object to that.

The Court: Sustained.

Mr. Van Arkel: That is all.

Mr. Johns: I would like to ask Mr. Rashley a couple of questions.

Q. (By Mr. Johns) Mr. Rashley, in your bargaining with your employer, were you not pursuing the ITU policy, bargaining policy?

A. Not necessarily. We seem to have, and like we seem to have in the small towns and small shops, small unions—we seem to have our own way of getting around, see if we can't get a working agreement.

Q. Now, you were aware of the ITU bargaining policy were you not?

A. Oh, yes.

Q. The International Representative was in there, wasn't he?

A. At the latter stages.

Q. His proposal was P-6A?

A. That is right.

Q. That has a 60-day termination clause?

A. That is right.

Q. You said during the negotiations on Sunday morning, one of the men made the proposal—did you make such a proposal?

A. I did not, no.

Q. You were the president.

A. I was the president, but we had what we call a democratic committee of the members. If they thought they had something to ask, why he would ask it.

Q. Do you think that had this employer agreed to one-year contract without a 60-day clause, and providing for a Union shop that you would have adopted it?

A. I think we would have put it up to the membership and let them decide.

Q. Do you think it would have been adopted in view of the ITU policy?

A. That I would not know how to answer.

RESPONDENTS' EXHIBIT No. 18-B

State of New York }
County of Chautaqua } ss.

J. Robert Nelson, being duly sworn, deposes and says:

I am over 21 years of age and reside in the City of Jamestown, New York.

First: I am Treasurer and General Manager of Jamestown Newspaper Corporation, a New York corporation having its office and publishing plant at 311-313 Washington Street, Jamestown, New York. The corporation is the publisher of a daily newspaper known as Jamestown Post-Journal. I am the active chief executive of the corporation and have personal knowledge of all of the facts herein set forth.

Second: The net paid circulation of the newspaper last submitted to the Audit Bureau of Circulation was 26,373 which is distributed principally in the City of Jamestown and in a twenty-five mile radius of Jamestown, which includes southwestern New York and northwestern Pennsylvania. The circulation figures include subscriptions from all over the United States. The percentage within the state is approximately 95% and the circulation passing in interstate commerce is approximately 5%.

Third: The corporation purchases newsprint, ink, lead, mats, photo-engraving materials and other supplies, approximately 90% of which is purchased outside the State of New York. The newsprint used during the preceding twelve months of the approximate value of $130,000.00 was purchased wholly outside the State of New York.

Fourth: The newspaper carries the following press services:

Associated Press
United Press
International News

and the following feature services:

George Matthew Adams, Syndicate
The American Publishers
Associated Press Features
Bell Syndicate
Central Features News Syndicate
Chicago Times Syndicate, Inc.
Chicago Tribune-New York News Syndicate, Inc.
General Features Corporation
The Haskin Service

King Features Syndicate, Inc.
McNaught Syndicate, Inc.
NEA SVC, Inc.
New York Herald Tribune Syndicate
New York Post Syndicate
New York World Telegram
National Newspaper Service
Publishers Financial Bureau, Inc.
Publishers Syndicate
Today's Pattern Syndicate
United Feature Syndicate
Western Newspaper Union
Wide World Features

The news services feature national and international news, most of which has its origin outside the State of New York. Approximately 40% of the reading matter in each edition is devoted to national and international news and the remainder to local and vicinity news, including regular local news of Warren and Erie Counties in Pennsylvania. The features include columnists who comment principally on national and international news.

Fifth: The approximate percentage of national advertising carried in the newspaper is 16⅔% and the approximate income therefrom is $85,000.00 annually.

Sixth: On or about September 1, 1947 the corporation received from Jamestown Typographical Union No. 205, International Typographical Union, notice that it was terminating its contract on November 30, 1947, receipt of which was acknowledged.

On September 4, 1947 the corporation submitted a contract identical with the contract of the preceding year eliminating the closed shop provision.

On September 12, 1947 the corporation received a counter proposal from the union enclosing a proposed unilateral "conditions of employment," a copy of which is submitted herewith and marked Exhibit "A."

Further negotiations were had between the corporation and the union representatives culminating in meetings held on October 8, 9 and 14, 1947, at which Mr. Kirk atrick, representative of the International Typographical Union was present and took the principal part in the discussions. Mr. Kirkpatrick offered a contract on behalf of the union, a copy of which is submitted herewith and marked Exhibit "B".

On November 2, 1947 the union representatives issued an ultimatum that unless the corporation acceded to the proposed "conditions of employment" by 7:15 o'clock P. M. of that date its members, all of the employees of the newspaper's composing room, would refuse to return to work. The corporation requested the entire matter be submitted to arbitration but no reply was received.

Seventh: The newspaper has continued to be published by photoengraving and printing but the extra labor cost, the inability to print all advertising submitted and the resultant loss in circulation have cost the corporation approximately $500.00 per day.

Eighth: The strike is still continuing and no overtures have been made by the union indicating it will comply with the provisions of the Labor-Management Relations Act of 1947 in any terms or conditions of continuing employment.

This affidavit is made for use in the above entitled cause.

/s/ J. Robert Nelson.

Sworn to before me this 24th day
of December, 1947.

/s/ Mary Jane Knapp,
Notary Public.

Mary Jane Knapp, Notary Public in and for the State of New York, residing in Chautauqua County, No. 656. My commission expires March 30, 1949.

(Seal)

RESPONDENTS' EXHIBIT No. 19A

Thursday Morning,
March 11, 1948,
Nine-Thirty O'clock.

The Court met pursuant to adjournment and the Hearing was resumed as follows:

JOHN J. BYRNES, a witness called on behalf of Respondents, being first duly sworn, testified as follows:

Direct Examination.

Questions by Mr. Van Arkel:

Q. Would you give your full name, please?

A. John J. Byrnes.

Q. Your residence?

A. 62 St. Marks Avenue, Freeport, New York.

Q. Where were you last employed, Mr. Byrnes?

A. Nassau Daily Review Star, in Rockville Center, New York.

Q. Are you a member of the International Typographical Union, Mr. Byrnes?

A. I am a member of Nassau Union No. 915.

Q. How long have you been a member of that organization?

A. About four years.

Q. Do you hold any office at the present?

A. I am president.

Q. How long have you been president?

A. Since January, 1946.

Q. Prior to 1947 did you have any contract with the Daily Review Corporation?

A. Yes.

Q. Nassau Daily Review-Star. The owner of the newspaper is the Daily Review Corporation?

The Court: Is there an affidavit here?

Mr. Van Arkel: Yes, your Honor, the affidavit of Mr. Stiles, Exhibit 25.

Q. Had your negotiations prior to 1947 been joint negotiations, Mr. Byrnes?

A. They had not.

Q. Now, was an agreement reached with the Nassau Daily Review-Star in 1946?

A. 1945.

Q. I see, and when was that agreement to expire?

A. July 2, 1947.

Q. Now, did you have any negotiations with the Daily Review Corporation in the spring of 1947?

A. Yes.

Q. Were those negotiations conducted solely with the Daily Review Corporation or were they joint negotiations?

A. Mr. Carl Thiesing, the Secretary of the New York State Publishers Association, represented both the Nassau Daily, a daily newspaper, Newsday, published in Hempstead, New York, and the Nassau Daily Review-Star.

The Court: When you use proper names like individuals, would you mind spelling them?

Q. (By Mr. Van Arkel) You say in the course of these negotiations Mr. Thiesing was representing both Newsday and the Daily News Corporation?

A. He was.

Q. When did you have your first negotiations?

A. The first series of negotiations were on May 10th and 11th, 1947.

Q. Prior to that time had you presented a new contract proposal?

A. We had presented to both newspapers in the county and all the job shops a proposal for a new contract on April 17, 1947.

Q. At the meetings in May, was that contract proposal discussed?

A. There had been no counter-proposal from either of the two newspapers with whom we started joint negotiations on May 10, until the first meeting on May 10.

Q. Now, at that meeting was a counter-proposal submitted?

A. A counter-proposal was submitted during that meeting.

Q. Now, what further meetings did you have thereafter, Mr. Byrnes?

A. On June 10th, 11th and 12th another series of negotiations were held.

Q. In the meantime had notice of termination of the existing agreement been served?

A. As required by the contract, we had presented a new proposal, sixty days prior to its expiration.

Q. On what date was that presented?

A. On April 17th.

Q. I note in Mr. Stiles' affidavit here he states that this contract was in effect on April 29th, when the union served notice of its desire to negotiate a new agreement. Was such a notice served on April 7?

A. On April 17.

Q. Now, what happened in the course of those first negotiating meetings, Mr. Byrnes?

A. In the first series of negotiations on May 10th and 11th, the negotiator for the two newspapers endeavored to use as his basis for negotiations the existing contract. We pointed out that it had no proper place before the meeting, as a counter-proposal had not been presented, upon which the employer's representatives retired and presented a counter-proposal, which consisted of an extension of the presently existing conditions for a further period of two years, essentially.

Q. What was the further course of the negotiations thereafter, Mr. Byrnes?

A. The negotiations during the entire series of five meetings in May and June were difficult. There was a great deal of quibbling about language and phraseology and not too much progress was made toward actual substance of contract provisions. There was no wage offer by the employers until the final session of the June series of negotiations.

Q. What meeting was that?

A. That was June 12th.

Q. At that time was a wage proposal submitted?

A. At that time a wage proposal was submitted to us consisting of a four dollar increase over the existing scale. The existing wage being paid was sixty-three dollars day scale at that time, and the employer's proposition offered a four dollar increase, which would have made the wage scale sixty-seven dollars on July 21, 1947, and a further increase of a dollar on January 1, 1948.

Q. Was any counter-proposal received to the proposal which you made in April, or rather, let me ask you when was a counter-proposal received?

A. Not until the first day of our negotiations on May 10.

Q. Did you have a further meeting on June 19, Mr. Byrnes?

A. Yes, at the conclusion of the June series of negotiations, upon the receipt of the employer's wage offer, we informed them that we considered the proposal entirely

inadequate, it was still leaving too great a disparity between the scale in Nassau County, which would have been sixty-seven dollars, and the New York scale, which would have been ninety dollars. In other words, our jurisdiction in Nassau County is continguous to New York, some shops as little as eleven miles apart, and a man performing the same type of work and the same ability in Nassau County would receive sixty-seven dollars, and a man performing the same type of work in the City jurisdiction would have been receiving ninety dollars.

Mr. Thiesing told us that was his bedrock offer for both newspapers. He said it was our privilege, of course, to call in an International Typographical Union representative, but he assured us that the International Typographical Union representative would not be able to get us any more money, so we did.

Q. You called in an International Typographical Union representative?

A. We asked the International to send Mr. Robert C. Kirkpatrick to assist us.

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Q. After this meeting of June 19 did you have a meeting with Mr. Stiles?

A. Yes, there was a further meeting with Mr. Stiles alone that night, at the bar at the Grand City Hotel, at which these conferences had been held.

Q. Still on June 19?

A. After the breaking up of the formal joint negotiating meeting on June 19, Mr. Kirkpatrick and I engaged in a conversation with Mr. Stiles at the bar.

Q. What was said in the course of that conversation?

A. Mr. Stiles at that time made a further separate wage offer to the union. He agreed to offer seventy dollars payable on July 2, 1947, rather than leave the two dollars, as we called it, hanging until January 1, 1948. He also offered to include in the contract a provision for the form of social benefits, the inclusion of most hospital benefits in the form of sickness and accident insurance. He also at that time offered a reduction in the work week from forty hours to thirty-eight and three-quarters.

He asked us not to tell Newsday representatives about this, he did not want it to be used as a bargaining lever, and perhaps elicit a further increase from him.

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Q. Now, did you have a further meeting with Mr. Stiles on the following day, July 3rd?

A. Yes.

Q. Where was it held?

A. That was held on the veranda of the Garden City Hotel. Mr. Stiles, Mr. Thiesing, Mr. Kirkpatrick, and myself were present.

Q. What happened in the course of that meeting?

A. The upshot of that meeting was that Mr. Stiles was persuaded to further increase his offer to seventy dollars, payable July 2, 1947, plus a further two dollar increase, which would become payable on January 1, 1948.

Q. Was there any condition attached to that offer?

A. Yes, the condition was that it be presented to the meeting after the presentation of Newsday's offer and only if Newsday's offer were rejected by the union.

Q. Newsday's offer at that time was still the offer of sixty-eight dollars, was it?

A. It was, forty hour week.

Q. Mr. Stiles asked that Newsday's offer first be voted down by the union before his proposal be taken to the union?

A. Yes, the situation was that his offer would then become an offer.

Q. By the way, are Newsday and the Nassau Daily Review-Star competing newspapers?

A. They are, indeed.

Q. Both papers have a general circulation?

A. Yes, both circulated in the County of Hempstead and Nassau, New York.

Q. Now, what occurred thereafter, Mr. Byrnes? Was the offer of Newsday presented to the union?

A. Yes, the offers of both newspapers were presented to the union at a union meeting on July 17th, and both offers were rejected by the union.

Q. Did the union at that time take any vote to request strike sanction from the International Typographical Union?

A. It did.

Q. What was the vote, do you recall, on rejection of that offer?

A. I am sorry, I don't recall. I will say if it was not unanimous, it was within two or three votes of being unanimous.

* * *

Q. Now, what happened after the meeting of July 15th, Mr. Byrnes?

A. After the meeting at the Garden City Hotel July 15th, we, that is, I and Mr. Kirkpatrick and members of the Scale Committee, went to keep an engagement which we had previously made with Mr. Amberg, who was General Manager of Newsday, at his office in Hempstead.

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Q. What occurred at that meeting?

A. Amberg informed us that Mr. Guggenheim was highly incensed at what he termed Mr. Stiles' lack of good faith in having made a separate offer.

Q. Had Mr. Amberg in the meantime learned that Mr. Stiles had made a separate private offer?

A. He must have, because he knew of it. He said that Mr. Guggenheim had authorized him to at this time offer us seventy-five dollars scale, base day scale for a forty hour week, with a one year contract. We told Mr. Amberg that while it was the best proposition we had received in the way of a monetary increase, it did not satisfy one of our main objectives, which was to shorten the work week.

We presented a counter proposal to Mr. Amberg which we would agree to recommend if he would make it, of seventy-three dollars payable July 2nd, 1947, seventy-five dollars to become payable January 1st, 1948, for a thirty-eight and three-quarters hour week.

We also requested that he include in the offer, if he cared to make it, some form of hospitalization, and perhaps sickness insurance or sick leave.

He said he had no authority to make such an offer, but he would refer our counter proposal to Mr. Guggenheim and let us know his reaction the following day.

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Q. Did we omit a meeting with Mr. Amberg on July 15th?

A. July 15th—on July 15th, after we had met with Mr. Stiles, we went to the office of Mr. Amberg and the events I have just testified to occurred. I don't think I said on the 16th.

Q. Excuse me. Did you have a further meeting, then, with Mr. Amberg on July 16?

A. On July 16 we had a further meeting with Mr. Amberg. He told us that Mr. Guggenheim would not entertain our proposals.

The Court: Would not?

The Witness: Would not entertain our proposals, but that his offer of seventy-five dollars flat for a one year contract and forty-hour week still stood.

Mr. Johns: Just for the record, may it show that Mr. Amberg refers to the Newsday, so that the matter—

Mr. Van Arkel: (Interposing) I think Mr. Byrnes has stated that, but the record may show that.

Q. (By Mr. Van Arkel) What was the next meeting you had after this meeting, Mr. Byrnes?

A. The next meeting we had was with Mr. Stiles.

Q. When was that?

A. That was on July 17.

Q. Who was present at that meeting?

A. Mr. Stiles, Mr. Fowley, Mr. Kirkpatrick, and myself, and several members of our Scale Committee.

Q. Will you tell us what occurred at that meeting?

A. That was at the Garden City Hotel late in the afternoon.

We informed Mr. Stiles of Newsday's offer and we told him that we were not going to recommend it to the union because it did not satisfy one of our main objectives to break the forty hour week. We told Mr. Stiles that if he would make an offer of seventy-three dollars, seventy-five dollars and a thirty-eight and three-quarter hour week, we would recommend it to the union. Mr. Stiles told us that he would not make the offer at that time, but if Newsday's offer were presented to the union and rejected, he would be in his office until around midnight, and he requested us to come there and he would then make that offer.

Mr. Kirkpatrick said, "How about that clause in the telegram I showed you the other afternoon."

Mr. Stiles said, "That is all right, Bob. I know you have to have it in the contract. I won't let that stand in the way of an agreement."

After that the union people and myself repaired to Rockville Center where a union meeting was scheduled for that night. At the union meeting the offer of Newsday was presented to the membership and rejected, and the committee and Kirkpatrick and myself repaired to Stile's office. We told them that Newsday's offer had been rejected. They said, "All right, I now offer you seventy-three dollars, payable July 2nd, 1947, seventy-five dollars, payable January 1, 1948, on the basis of a thirty-eight and three-quarter hour week."

After that there was general discussion of minor differences in the various contract clauses, which had either not been discussed or not settled to that point. I think one instance was the final settlement of the differential between the day and the night scale, which previously had been two and a half and Mr. Stiles agreed to add fifty cents more, making it three dollars, and there was the agreement by Mr. Stiles to the elimination of one contradictory clause that contradicted another clause—several very minor agreements by Mr. Stiles.

I said to Mr. Stiles, "I will use the exact wording in the telegram, of which you have a copy, for that clause that Mr. Kirkpatrick showed you."

He said, "All right."

There were a few rounds of drinks and some handshaking. I concluded that meeting with Mr. Stiles.

Following that we went back to the union meeting. The contract was read with the interpolation of the oral agreements. The contract was accepted by the union.

The strike vote was taken against Newsday.

Q. At that same meeting?

A. At that meeting.

Q. Do you recall what the vote was on acceptance of Mr. Stiles' offer?

A. I think it was 96 to 5.

Q. Now, did you thereafter prepare the agreement which had been reached between you and Mr. Stiles?

A. Yes, that agreement was prepared the first three days of the following week.

Q. Where was it prepared?

A. Twenty-first, twenty-second and twenty-third, if I am not mistaken. It was run off with Mr. Stiles' permission by several of Mr. Stiles'—two or three of Mr. Stiles' secretaries in the office of the Nassau Daily Review-Star.

Q. Now I show you, Mr. Byrnes, a copy of an agreement between, left blank at the top, and Nassau County Typographical Union. Is this a photostatic copy of the mimeograph which was run off in Mr. Stiles' office?

A. It is.

Q. And does this contain, in the first paragraph, the clause, "It is agreed that if any part of this agreement is declared illegal or inoperative by any agency or court, this entire agreement shall thereupon become null and void."?

A. It does.

Q. So that contained the clause contained in the telegram Mr. Stiles had previously agreed to?

A. That is true.

Q. Now, did you receive at any time, Mr. Byrnes, a set of proposed clauses for agreements which have been referred to here as Form A?

A. I did.

Q. When did you first receive those?

A. The Monday following the series of events which I just now related, July 21st, I think.

Q. On Monday, July 21st, you received the Form A clauses?

A. Yes, the same evening I received a phone call from Representative Kirkpatrick. He had also received a communication that day. I was a little perturbed because of the situation with regard to the contract which Mr. Stiles had agreed to. Kirkpatrick said he had also had that thought and he had called up International headquarters and had been informed that because of the fact that agreements had already been reached, approval could be secured for the contract with Mr. Stiles with the inclusion of the first clause which had been agreed upon, but I did have prepared an alternate set of stencils containing the clauses in Form A for use in the job shops.

Q. Now did Mr. Kirkpatrick say that the International Headquarters had informed him that the agreement reached with Mr. Stiles did not require inclusion of the Form A clauses?

A. That is true.

Q. Now, I believe you stated that the mimeographed copy of this agreement which had been reached with Mr. Stiles was run off on his mimeograph machine? Is that correct?

A. That is true.

Q. When were they finally available?

The Court: When what?

Q. When were they finally available? When was the mimeographing finished on these?

A. Late in the afternoon of the 23rd of July.

Q. Now what, if anything, did you do then?

A. On the 24th of July we presented three copies of the mimeographed contract to Mr. Amberg of Newsday, for his signature if he should decide to sign it.

He appeared willing at that time to accept the contract

with the exception of the clauses, the social benefit clauses, as he called them, relating to hospitalization, so rather than have a strike over such a relatively unimportant matter, we withdrew the clauses and the question.

Q. The hospitalization clauses?

A. Yes. He was about to sign the contract when he seemed to have a sudden thought.

Mr. Johns: I object to what he seemed to have.

The Court: Well, go ahead.

A. He was about to sign the contract when he paused and said, "Has Mr. Stiles signed this yet?"

I said something to the effect that he had not, "But what difference does it make? We are sure he would. It is his proposition which had been accepted by the union."

He picked up the phone and called Mr. Stiles. He said, "The union people are here with the contract. They say you have not signed it yet. Are you going to sign it?"

Then he listened. It seemed almost an interminable length of time, without making much of a reply to whatever conversation he was hearing at the other end of the phone. Then he said, "All right," and put the receiver down and turned to us and said, "I will sign it after Stiles does."

So we repaired post-haste to Rockville Center to have Mr. Stiles sign the contract he had already agreed to. We presented Mr. Stiles at his office with three copies of the contract, and Stiles said, "I won't sign this contract until it has been checked."

We pointed out it had been checked various ways by interchange of letters between the secretary of our Scale Committee, Mrs. Clarke, and Mr. Carl Thiesing. It had been checked at the sessions between Mr. Thiesing and Mr. Kirkpatrick and Mrs. Clarke and that we had come to complete agreement, that was the contract upon which we had agreed, with the exception of the hospitalization clauses, which we were withdrawing. He said, "In any event, I won't sign it with that clause in it," and he pointed to the last sentence on the preamble, the so-called "all or nothing" clause.

We requested again that he sign it. He said he would not sign it. He said he had a clause prepared by his lawyers which he would substitute for it and he handed us a copy of it.

Q. Now, I show you, Mr. Byrnes, a copy, a photostatic copy, of some typewritten matter. Is that the clause which

Mr. Stiles said he was at that point willing to include in the agreement?

A. That is the language of the laws, yes, sir.

Q. This is a copy of the exhibit which was introduced in evidence in the Labor Board proceeding, is it, Mr. Byrnes?

A. It is.

Mr. Johns: I won't raise any objection, Mr. Van Arkel.

Q. (By Mr. Van Arkel) Were you present when this was introduced as an exhibit?

A. I was.

Q. At the time it was introduced did this language, "Elisha Hanson July 15," appear on that document?

A. On that document? It did.

Q. And was that the clause which Mr. Stiles showed you at this meeting?

A. Yes.

Q. But was this handwriting, "Elisha Hanson, July 15," on it when it was shown you?

A. No, that is not the one he showed us.

The Court: I think we will take a short recess.

Recess.

Q. (By Mr. Van Arkel) Had you finished telling us about the meeting of July 24th, Mr. Byrnes?

A. No, I had not.

Upon Mr. Stiles' refusal to sign the contract he had agreed to, he said something to the effect that, "You can blow a thousand whistles by a composing room. I will never sign a contract with that."

I said, "There is no question of blowing whistles in the composing room, but what were we going to do about it?"

He suggested that Kirkpatrick call International Typographical Union headquarters in Indianapolis and endeavor to arrange a meeting between the union attorneys and his attorneys to try to effect some compromise. Kirkpatrick did so privately and he told us that he had been unable to reach President Randolph, but that he had contacted other members of the Executive Committee and they suggested that the only solution in that case seemed to be for the union to operate under Conditions of Employment, if they decided to do so.

Mr. Stiles asked us how that would work.

Q. Did you then resume the meeting with Mr. Stiles?

A. Yes, Mr. Stiles asked us how that would work and I told him that the wage scale and the working provisions

of the contract would be incorporated in a form of contract. He agreed to go along on that basis. I asked him if he would pay the wage scale on the following payday, the wage scale contained in the contract, and he said he would.

So at a union meeting that night, the Conditions of Employment were explained to the membership and they adopted Conditions of Employment.

Q. Now, Mr. Byrnes, directing your attention page 3 of Mr. Stiles' affidavit, he states:

> "On July 24th, 1947, the union presented to the company for signature a contract which contained all the provisions agreed upon on July 17, 1947, but added thereto was a new clause which had not been presented or considered previously, which provided that the contract as a whole would be void if any provision was declared illegal or inoperative by any agency or court."

I believe it is your testimony that clause had previously been presented and agreed to July 17?

A. The clause had been presented on July 15 and agreed to on July 17.

Q. Then included in the mimeographed copies which you had run off in Mr. Stiles' office?

A. Yes.

Q. Now his affidavit then goes on to say this:

> "The company was advised that if it did not sign the contract as thus presented within two hours, the union would add to the contract other clauses which it would insist upon."

Was the company so advised at that meeting of July 24?

A. The company was not so advised. I told Mr. Stiles that there were various other clauses which henceforth must be included in any contract entered into if they were to receive International Typographical Union's approval.

I also told him that we had prepared alternate endings, the alternate endings containing the other Form A clauses for use in the job shops with whom we were not in agreement at that time, but that Kirkpatrick had received assurances that the contract to which Mr. Stiles had agreed would receive approval with the inclusion of the single clause, to which he agreed.

Q. Without the inclusion of the Form A clauses?

A. That is true.

Q. His affidavit, then, goes on to say, "These clauses were presented at the same time and are generally known as Form A clauses."

Were any additional clauses presented at that time?

A. Not for inclusion in the contract. Mr. Stiles asked me if he might see the clauses, or have a copy of them, and I pulled a copy of the job shop contracts from my folder, tore off the clauses and gave them to him.

Q. Tore off the Form A clauses?

A. That is right.

Q. Had those job shop contracts been prepared at the same time as the copy of an agreement which you had previously identified?

A. They had been.

Q. They contained the Form A clauses?

A. They did.

Q. And the agreement which you had identified does not contain them?

A. It does not. The three copies presented to Mr. Stiles for signature contained only the single, as has been variously termed, the "termination" clause or "all or nothing" clause.

Q. Now, Mr. Stiles' affidavit then goes on to say:

"The company asked for time to consult with counsel and subsequently advised the union that it would not sign a contract with these various clauses added."

Now, was there any request for time to consult with counsel made at this meeting on July 24?

A. No, there was not.

Q. Did the company subsequently advise the union that it would not sign a contract with these various clauses added?

A. No.

Q. Mr. Stiles' affidavit goes on to say this:

"The company made it clear to the union that it considered the act of the union in insisting upon such clauses, after agreement had previously been reached on the contract, was unfair, improper, and in bad faith."

Did the company take any such position at this meeting of July 24?

A. No, because the clauses had not been presented.

Q. Did you say anything to Mr. Stiles about his refusal to execute the agreement previously reached.

A. Yes, I said various things.

Q. Do you recall what you said in that respect?

A. I said he had, that that was a complete agreement

as of July 17, that the contract we presented to them represented a compendium of the contractual provisions which had been previously agreed and the oral commitments which he had made on the night of the 17th, and the contract was exactly as represented by those agreements, with the exception of the fact that we had withdrawn the hospitalization demand.

Q. Now, Mr. Stiles' affidavit goes on to say:

"The union thereupon advised the company that if the contract as they present it, including the so-called Form A clauses, were not signed at once, the union would post conditions of employment."

Did anything of that nature occur at that meeting?

A. No. Mr. Stiles agreed to go along with conditions of employment.

Q. And I believe your testimony was that he agreed to pay the wage scale beginning on the next payday?

A. That is true.

Q. Now, referring again to this mimeographed copy of agreement, Mr. Byrnes, I call your attention to these marks, "O. K.," along the left-hand margin of this agreement. Do you know who put those words "O. K." on this agreement.

A. Yes.

Q. Who placed them there?

A. Mr. Stiles.

Q. Did Mr. Stiles so testify in the proceedings before the National Labor Relations Board?

A. There was a stipulation to the effect that those marks, they were in purple pencil, were in Mr. Stiles' handwriting.

Q. Now, what, if any, explanation was given as to the circumstances under which Mr. Stiles placed those words, "O. K." on the agreement?

A. I think Mr. Stiles testified in substance that he was checking over the contract with his secretary over the phone and that the "O. K." marks indicated that he had covered the particular sections in his process of checking.

Q. Did Mr. Stiles in his testimony state when that occurred?

A. Yes. He gave about four different dates, if I am not mistaken.

Q. Do you recall what the four different dates were?

A. I do not recall any.

Q. Did you receive a copy of that with Mr. Stiles' marks, "O. K." on it?

A. Yes.

Q. Under what circumstances did you receive it?

A. On July 31st this copy was delivered to me in the composing room of the Review-Star by Mr. Dooley, the assistant publisher of the Review-Star.

Q. And was any explanation given to you for delivering it to you at that time?

A. Yes, it was accompanied by a letter detailing the various points of agreement which Mr. Stiles considered the agreement which had been reached up to that point.

Q. Is there a mark, "O. K.," beside the clause, "It is agreed that if any part of this agreement is declared illegal or inoperative by any agency or court, this entire agreement shall thereupon become null and void"?

A. There is.

Mr. Van Arkel: I would now like to offer in evidence Respondents' Exhibit No. 8.

Mr. Johns: No objection.

The Court: Admitted.

(Respondents' Exhibit No. 8 was admitted in evidence.)

Q. (By Mr. Van Arkel) Now, referring further to Mr. Stiles' affidavit, Mr. Byrnes, Mr. Stiles states at page 4 of his affidavit that:

> "On August 8, 1947 the union posted the Conditions of Employment and advised the company that the union would call a strike in the composing room of the company if the company did not comply with these Conditions of Employment."

Now, was Mr. Stiles in his office on August 8, 1947?

A. He was not.

Q. Do you know where he was on that day?

A. Yes, I think he was in Syracuse.

Q. Do you recall, did he tell you for what purpose?

A. Yes. On August 7 Mr. Stiles called me on the telephone and asked me if he might have a copy of the Conditions of Employment. I told him I did not know whether they had arrived back from Indianapolis yet, where we had sent them for approval, but I would call my home and find out if they had arrived in that day's mail. He asked me to do so and bring him a copy immediately if they were there, because he wanted to take them to a meeting of the, I think he said, publishers and lawyers in Syracuse on the following morning.

Q. Did you then bring him a copy of the Conditions of Employment?

A. Yes, I did, myself and two members of the Scale Committee.

Q. What did Mr. Stiles say at that time?

A. Mr. Stiles looked over them and we reviewed them. He asked if he might take that copy to Syracuse. I said, no, it was the only one I had. I had intended to post them almost immediately in both the Review-Star and the Newsday composing room.

He asked if his secretary might assist us by typing them. He said she would give me as many carbon copies as I desired and give him one to take to Syracuse.

He asked his secretary how long she thought it would take—I think this was about five o'clock in the afternoon. She said about three hours, so I said I would go home and requested her to call me when she got it finished. Mr. Stiles asked her to bring one to his house because he was leaving at seven o'clock from LaGuardia Field for Syracuse.

In about an hour and a half his secretary called me and said she had finished in much less time than she expected. So I went to the Review-Star and got the carbon copies of the Conditions of Employment.

Q. Did Mr. Stiles make any objection of any kind when you state you were going to post them the following day?

A. He did not.

Q. Were they posted on the following day?

A. They were. I did not say I was going to post them on the following day. I said I was going to post them immediately, I think.

Q. When were they posted?

A. They were posted on the following day.

Q. When did you next hear from Mr. Stiles?

A. On August 11.

Q. What did he say then?

A. He appeared in the composing room of the Review-Star sometime in the morning in company with Mr. Dooley and Mr. Fowley, and handed me a letter and proceeded to call a meeting of the men, and he read them from a copy of the letter he had handed me, the contents of the letter. It was in essence a repudiation of the Conditions of Employment.

Q. Now, did you have further meetings thereafter with Mr. Stiles, Mr. Byrnes?

A. Yes, there were meetings.

Q. Or let me ask this: what, if any, action did the union take when Mr. Stiles rejected the Conditions of Employment?

A. The immediate reaction of the men was, well, they were disturbed, and they did not know just what to do. They had asked me for advice and I told them to go back to work and be working.

On the 13th we filed notice of termination of contract with the State Mediation services.

Q. Did anything occur thereafter or when was your next meeting with Mr. Stiles?

A. The next meeting was on September 13th.

Q. Would you tell us what happened at that meeting?

A. Mr. Stiles said we had been in negotiations a long time and that we had agreed on all the, as he said, formal provisions of the contract with the exception of one clause. I told him we had agreed to that too, that he had accepted that as part of the contract. He asked if I had any proposals. I told him I had two suggestions to make, either one of which would solve our difficulties.

I suggested that he either sign the contract that he agreed to, or operate under Conditions of Employment.

He said he would not sign the contract with the clause in it and his lawyers had told him that it was illegal to operate under Conditions of Employment.

Q. Was that then the conclusion of that meeting?

A. Just about.

* * *

* * * we had been told so, that a contract would be approved containing the "all or none" clause without the inclusion of any of the others, and we had never been told any different.

Q. Again referring to Mr. Stiles' affidavit, he states:

"On September 18, 1947 a meeting was held between the company and the union. At this meeting the union advised the company:

"(1) That under instructions from Woodruff Randolph, President of the International Typographical Union, and the Cleveland Convention of the International Typographical Union, held in August, 1947, the union would and could not make any contract, written, verbal or implied."

Was any such statement made at that meeting?

A. No.

Q. It is your testimony that the union was willing to execute the contract which had been agreed upon?

A. Yes.

Q. With reference to that same meeting, at page 5 of his affidavit, Mr. Stiles states:

"(2) That the International Typographical Union members would not work except under Conditions of Employment as they had been promulgated."

Was that statement made?

A. That is not true.

Q. "(3) That the subordinate union could not do anything which would be contrary to the no-contract policy of the International."

Was that statement made?

A. No.

Q. Now, was there a further meeting in September with Mr. Stiles?

A. Yes. We met with Mr. Stiles on September 26th.

Q. What occurred at the meeting?

A. Mr. Stiles asked me if I would convene the members of the Scale Committee for a meeting with him. He said that to, as he termed it, "protect the stability of the paper and keep the men working in the composing room," he was going to file charges with the National Labor Relations Board and he said he had a list of questions prepared by his attorneys which he desired to ask us and make a record of.

At his request I convened the members of the Scale Committee and we met with Mr. Stiles and Mr. Fowley and Mr. Dooley in Mr. Stiles' office. They each had paper and a pencil. Mr. Dooley asked the question, then Mr. Fowley asked the question, and Mr. Stiles asked the rest of the questions, I think. They were very formalistic and legal questions, most of them on the order of "Have you stopped beating your wife?". I made what answers I could, and truthful ones, to all the questions. I don't recollect them now. I think one was, "Just what is the bone of contention? Is it the closed shop?"

I said our bone of contention was that he had refused to sign the contract he had agreed to.

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Q. Mr. Stiles' affidavit goes on to say:

"The union advised that it had no contract proposal

or counter proposal to submit, as it could not and would not enter into any contract."

Did the union give any such advice?

A. No, that is not true.

Q. "The union made no suggestions or offers with reference to a contract and stated that it would not bargain for a contract."

Was that statement made?

A. No.

Q. I believe it is your testimony that you offered to execute the contract which had previously been agreed upon. Is that correct?

A. Yes.

Q. Continuing on page 5 from Mr. Stiles' affidavit:

"The union admitted that their action was predetermined by the policy of the International and that they could not consider any contract in any form."

Was that statement made?

A. Definitely not.

Q. "The union emphasized that it would only work under its mandated conditions of employment."

Was that statement made?

A. No.

Q. Then Mr. Stiles' affidavit states:

"Thereafter the company made written demands upon the subordinate union and the International to enter into bargaining for a contract."

Was such a written demand made of the union, Mr. Byrnes?

A. There was no such statement contained in a letter from Mr. Stiles to me.

Q. Did you thereafter submit another proposal to Mr. Stiles?

A. Yes, on October 13.

Q. Was that proposal substantially in the form which has been described here as Form P-6A?

A. Substantially so.

Q. Under what circumstances was that submitted to Mr. Stiles?

A. On September 30 Mr. Kirkpatrick and myself and some members of the Scale Committee were at the office of the New York State Board of Mediation, pursuant to the request of that Board. Mr. Bergman had called me the previous week-end, Sunday, I think, and requested my

presence and said that Mr. Stiles would be there. Mr. Stiles was not. He did not show up. Kirkpatrick said he had a new form of contract and after some discussion it was decided that perhaps using the new form of contract, as we had not been able to find any way of living with Mr. Stiles, we might start bargaining anew.

I asked Mr. Kirkpatrick if he had a copy of the contract form and he said he did not, but he would send me one, and sometime between September 30 and October 6 he sent me the document in question.

The union committee imposed upon that document the provisions of the union's original proposal, and that was discussed at the union meeting on October 6 and adopted by the union as the proposal and subsequently presented to Mr. Stiles as the basis for negotiations.

Q. Now, on what date was that?

A. October 13th.

Q. Mr. Stiles' affidavit at page 5 states that:

"On or about October 14, 1947 the union submitted a proposed contract, known generally as Form P-6A."

Was he in error?

A. Perhaps on or about the 14th.

Q. Now, was the entire Scale Committee present when this was presented to Mr. Stiles?

A. No, it was presented by letter.

Q. What occurred at the meeting of October 13th, then?

A. There was no meeting on October 13th.

Q. I am sorry. It was submitted by mail on the 13th?

A. That is true. Mr. Stiles, by letter, refused even to consider it, said it was a sham and a fraud and essentially something of that sort, a mockery. He would not discuss it, or rather, he contended that we would not discuss it.

Q. Now I call your attention Mr. Stiles' affidavit on page 5 again:

"On or about October 14, 1947 the union submitted a proposed contract, known generally as Form P-6A, and containing clauses and terms violative of the law, in conflict with previous agreement reached on July 17, and totally and clearly unacceptable to the company."

Was the contract which you submitted in violation of the agreement you had reached on July 17th?

A. The agreement had been reached on July 17th but we never had been able to get Mr. Stiles to sign it, so if

we were going to get Mr. Stiles to bargain anew, we wanted to have a few bargaining points to bargain; in other words, from our contract proposal, ninety-three dollars submitted on April 17, we finally had been in agreement on a wage scale of seventy-three, so we wanted to be in at least as good a position to bargain then, six months later.

Q. He goes on:

"Such proposal was submitted with knowledge by the union that the company could not and would not consider it."

Did you or any members of your union have knowledge that the company could not and would not consider that proposal?

A. No, we did not.

Q. Were you prepared to discuss the terms that are proposed in that form, Mr. Byrnes?

A. We were.

Q. "This submission was made in accordance with the policy and directives of the International Union as a means of forcing the company to accept the conditions of employment."

Was this made in accordance with the policy and directives of the International Union?

A. No, it was made in accordance with the judgment of the local union.

Q. Was it presented as a means of forcing the company to accept the conditions of employment?

A. No.

Q. Now, what, if anything, happened after Mr. Stiles' refusal to negotiate concerning Form P-6A, Mr. Byrnes?

A. Finally the union on November 9th declared that a lockout existed at the Review-Star newspaper plant by Mr. Stiles.

Q. When had your contract expired?

A. July 2nd.

Q. You had continued to work, had you, from July 2nd to November 9?

A. We had.

Q. During that period of time had you been endeavoring to work out a satisfactory arrangement with Mr. Stiles?

A. During and preceding that period.

Q. Is that strike still continuing, Mr. Byrnes?

A. The lockout still exists.

Mr. Van Arkel: Does your stipulation that all strikes have been peaceful extend to this?

Mr. Johns: Surely.

Q. (By Mr. Van Arkel) Has your local union, Mr. Byrnes, prior to 1947 at any time operated under agreements not approved by the International Typographical Union?

A. There was an agreement, I think it was in 1944, in evidence, I think introduced by Mr. Stiles, in the National Labor Relations Board hearing in New York, that did not bear the approval of the International Union.

Q. Did you operate under that agreement during 1944 and 1945?

A. Yes.

Q. Had there been other occasions when your local had entered into agreements which did not have the approval of the International Union?

A. I don't think so.

Q. On the occasion of this operation in 1944, was any form of reprisal taken against you by the International Union or was any effort taken to suspend or expel you?

A. No.

Mr. Van Arkel: I think that is all.

Cross Examination.

Questions by Mr. Johns:

Q. Mr. Byrnes, now as I understand what you have said, you said for a period in there from May until sometime the first part of July there were various meetings at which progress was made toward reaching an agreement? Is that right?

A. May I have the question again?

(The reporter read the previous question.)

A. That is true.

Q. Mr. Stiles progressively made better offers until finally a wage offer acceptable to the union was made on July 17, 1947, is that right?

A. A complete offer acceptable to the union was made at that time.

Q. Now during those negotiations there had also been a discussion going on currently with the economic issues of the form the contract should take? Isn't that so, Mr. Byrnes?

A. That is true.

Q. And by July 3rd, 1947 the contract form had been agreed on with the exception of the economic issues? Isn't that correct?

A. Almost essentially so, not quite.

Q. Now at that time, along the middle of July, 1947, Mr. Kirkpatrick showed you a telegram from the International Typographical Union? Is that right?

A. True.

Q. The telegram said, "This is a must clause," did it not?

A. It did not say that, no.

Q. The telegram said it was a must clause, didn't it?

A. No.

Q. Said the clause had to be included in all agreements, didn't it?

A. Essentially so.

Q. So you decided it had to be included in all?

A. After discussion we decided we liked it and accepted it and put it in our demands.

Q. Didn't the International advise that it had to be included in all? Did this telegram say anything about advice? This telegram said it had to be included in all agreements, that this clause must be in all agreements, didn't it?

A. I think that was the essence of it.

Q. You thought you had better follow that instruction, didn't you?

A. Well, we liked the idea, the purpose behind the clause.

• • •

Q. Well, you knew at the time you went into that July 24th meeting that the International Typographical Union policy was veering toward a no-contract policy, did you not?

A. That may be, but that was not my policy. I wanted to get that contract signed.

Q. You knew also that when you went into that meeting on July 24, 1947, there were certain must clauses that should be included in the agreement, is that right?

A. If a contract was to receive International Typographical Union approval.

Q. You wanted the International Typographical Union approval?

A. Well, it is a help.

Q. You wanted it, did you not?

A. It is very desirable.

Q. You wanted it?

A. It would be the final decision of the union. If the International Typographical Union approval were not received, it would be up to the union to decide whether that would be essential.

Q. Before you went into the meeting of July 24, 1947, didn't you ask the Representative to get clearance from the International Typographical Union headquarters so you could submit that contract with the "all or none" clause and not include the six must clauses of Form A?

A. Personally, I desired ITU approval.

Q. Didn't you do what I asked?

A. Read the question.

(The reporter read the previous question.)

A. The answer is no, I did not. No.

Q. Did any representative of your union?

A. No.

Q. Did anyone talk to Mr. Kirkpatrick, the International representative?

A. Yes, when I talked to Mr. Kirkpatrick, he had already accured that clearance.

Q. You asked Mr. Kirkpatrick then, the International representative, if you had to insist on those must clauses before you went into the meeting July 24th?

A. No, I called Mr. Kirkpatrick in relation to the document we had received. He said he had already received it and he had contacted the International at that time already.

• • •

Q. Now, when was Mr. Stiles first advised of those Conditions of Employment?

A. On July 24th.

Q. How was he advised of it?

A. By the suggestion that perhaps the Conditions of Employment might be adopted by the local union, and might be a solution to the problem of getting along with them at that time, after he had refused to sign previously.

Q. What did Mr. Stiles say to that?

A. Mr. Stiles inquired how they would operate.

Q. What next happened?

A. I told him that the provisions that we had agreed upon would be incorporated in the provisions of Conditions of Employment form.

Q. What next happened?

A. If they were adopted by the local union, he might provide them.

Q. What else was said?

A. He said he would. He said he would go along with them. I asked, would he prepare the wage scale.

• • •

Q. During the course of those negotiations, you became aware of the policy adopted at International Typographical Union Convention in Cleveland in August, 1947, did you not?

A. I was aware that the policy had been adopted, yes.

Q. What did you understand that policy to be?

A. My understanding of the policy, for what it is worth, is that it was a flexible policy adopted by the attendants at the Convention. The essence of the policy seemed to be that we should refrain from signing contracts, if possible. In other words, that we should ask employers not to ask us to sign contracts. That is my understanding of it, for what it is worth. The policy, of course, is subject to the interpretation of the Executive Council, so I am not competent to give any interpretation.

• • •

Q. But you claim you made no effort to clear with International Typographical Union headquarters before asking Mr. Stiles to sign this contract of September 26, is that right?

A. Not then, no.

Q. After August 22, 1947, did you at any time offer to enter into a contract with Mr. Stiles that did not contain the closed shop?

A. Yes.

Q. What contract?

A. The contract we presented to him on October 13.

Q. Which contract was that?

A. The contract proposal is—

Q. (Interposing) Form F-6A?

A. It was imposed on Form P-6A, yes.

Q. Did that contract contain the sixty-day termination clause?

A. Yes.

Q. Did the contract you submitted to Mr. Stiles on October 13, 1947 contain Paragraphs (a) through (i)?

A. May I see them, please?

Q. I show you Petitioner's Exhibit 10-b attached to the Petition.

A. It contained Paragraphs (a) to (i), the ones which were on the P-6A form.

Q. After October 13 did you submit any proposal to Mr. Stiles other than P-6A?

A. No.

RESPONDENTS' EXHIBIT No. 19-B

State of New York }
County of Nassau } ss.

James E. Stiles, being duly sworn, deposes and says:

1. That he is over the age of 21 and resides at 30 Oxford Road, Rockville Center, Long Island, Nassau County, New York.

2. That he is the President of the Daily Review Corporation, a New York corporation, whose principal office is located on the Sunrise Highway, Rockville Center, Long Island, New York.

3. That he is the Publisher of the Nassau Daily Review Star, a daily newspaper published by the said Daily Review Corporation, and he actively manages the affairs of said corporation and said newspaper, and he is fully informed concerning their affairs.

4. That the said newspaper, the Nassau Daily Review Star, has a general circulation in the Town of Hempstead and the County of Nassau, and has a mail circulation through the United States Post Office of 1% of its total daily circulation, of which approximately .3% are delivered to points outside the State of New York.

5. That in the period of one year, from October 1, 1946 to September 30, 1947, the Daily Review Corporation purchased from sources outside the State of New York 48% of the raw materials used in the production of the Daily Review Star. It purchased 1,838 tons of newsprint, of a money value of $155,000.00 from sources outside the State, which newsprint was delivered to it in New York State and used there. It further purchased other raw materials from outside the State, including mats, ink, etc., to total the 48% expenditure set forth above.

6. That the Daily Review Corporation is a member of the Associated Press, a news wire and picture service supplying direct wire news from many points throughout the United States and the world, directly to the news room of the Nassau Daily Review Star. The amount expended in the year, October 1 1946 to September 30, 1947, for said out-of-state wire service was $12,000.00.

7. That the Daily Review Corporation is a subscriber to International News Service and receives from said service press wire and picture services from all parts of the United States and the world directly to the news room of the Nassau Daily Review Star. The amount expended in

the year, October 1, 1946 to September 30, 1947, for said service was $4,000.00.

8. That the news columns of the Nassau Daily Review Star contain news stories and columns of both national and local character. The national news columns comprise principally stories furnished by Associated Press and International News Service and originate and are prepared and dispatched to the Daily Review Star from all points in the United States. Approximately 17% of the news columns of an average issue of the newspaper in the last year was national news. Approximately 83% of the news columns of such an average issue was local news.

9. That the Nassau Daily Review Star carries in its advertising columns, advertising material of both national and local origin. Approximately 10% of the total advertising of an average issue of the newspaper in the last year was national advertising. Approximately 65% of the total advertising was local, and approximately 25% was classified and legal.

10. That the Daily Review Corporation entered into a collective bargaining agreement with Nassau County Typographical Union No. 915, a subordinate union of the International Typographical Union, on September 3, 1945. This contract was in effect on April 29, 1947 when the said union served notice of its desire to negotiate a new agreement, and made a contract proposal in writing. Thereafter, the Company submitted as its counter-proposal the existing contract, and collective bargaining meetings were held to adjust the differences between the proposals on wages, hours and other terms of the contract. Meetings were held on May 10, May 11, June 10, June 11, June 12, June 19, July 2, July 3 and July 17. On July 17 agreement was reached as to wages, hours, and the terms of the contract, and said agreement was approved by the vote of the union membership.

On July 24, 1947, the Union presented to the Company for signature a contract which contained all the provisions agreed upon on July 17, 1947, but added thereto was a new clause which had not been presented or considered previously, which provided that the contract as a whole would be void if any provision was declared illegal or inoperative by any agency or court. The Company was advised that if it did not sign the contract as thus presented within two hours the Union would add to the contract other clauses

which it would insist upon. These clauses were presented at the same time and are generally known as "Form A" clauses. The Company asked for time to consult with counsel and subsequently advised the Union that it would not sign a contract with these various clauses added, and the Company made it clear to the Union that it considered the act of the Union in insisting upon such clauses, after agreement had been previously reached on the contract, was unfair, improper and in bad faith.

The Union thereupon advised the Company that if the contract as they presented it, including the so-called "Form A" clauses, were not signed at once, the Union would post "Conditions of Employment." On August 7th the Union furnished the Company with a copy of the "Conditions of Employment," which was an unilateral mandate by the Union of the terms under which the Union would permit its members to work.

On August 8, 1947 the Union posted the "Conditions of Employment" and advised the Company that the Union would call a strike in the composing room of the Company if the Company did not comply with these "Conditions of Employment."

On August 11, 1947, the Company, in writing and verbally, to the employees of the composing room, rejected the "Conditions of Employment" and advised the Union of such rejection and that the Company would not operate under such mandated terms.

Thereafter, The New York State Mediation Service intervened in an attempt to conciliate the differences between the Union and the Company. No agreement was reached as the Union would not withdraw from its previously asserted position. As a result of such conferences the Union served a formal notice on the Company on August 13th, which notice was given at the suggestion of the Mediation Service to put the Union in compliance with the terms of Section 8 (d) (1) of the Labor-Management Relations Act of 1947.

During all this time, and for the whole period up to November 10, 1947, the International Typographical Union was issuing a series of postcard bulletins and other directives advising its subordinate unions as to the policy by which they were to consider themselves obligated.

Throughout the negotiations from about June 9 to August 12 the subordinate Union was represented in confer-

ences by Robert Kirkpatrick, a representative of the International Typographical Union, and it was Mr. Kirkpatrick who presented the position of the subordinate Union in relation to refusal to execute the contract agreed upon.

On September 18, 1947 a meeting was held between the Company and the Union. At this meeting the Union advised the company:

(1) That under instructions from Woodruff Randolph, President of the International Typographical Union and the Cleveland Convention of the International Typographical Union, held in August, 1947, the Union would and could not make any contract, written, verbal or implied.

(2) That the International Typographical Union members would not work except under "Conditions of Employment" as they had been promulgated.

(3) That the subordinate Union could not do anything which would be contrary to the no-contract policy of the International.

On September 26, 1947, the Company and the Union met again. At this meeting the Union reiterated its position as expressed at the September 18th meeting. The Union advised that it had no contract proposal or counter-proposal to submit as it could not and would not enter into any contract. The Union made no suggestions or offers with reference to a contract, and stated that it would not bargain for a contract. The Union admitted that their action was predetermined by the policy of the International and that they could not consider any contract in any form. The union emphasized that it would only work under its mandated "Conditions of Employment."

Thereafter, the Company made written demands upon the subordinate Union and the International to enter into bargaining for a contract. The Company filed unfair labor practice charges against the subordinate Union and the International Union on September 29th.

On October 9, 1947, the subordinate Union, through its President, again restated the position of the Union in a conference with the Company.

On or about October 14, 1947, the Union submitted a proposed contract, known generally as Form P-6-A, and containing clauses and terms violative of the law, in conflict with previous agreement reached on July 17th, and totally and clearly unacceptable to the Company. Such proposal was submitted with knowledge by the Union that the Com-

pany could not and would not consider it. This submission was made in accordance with the policy and directives of the International Union as a means of forcing the Company to accept the "Conditions of Employment."

On October 22, 1947 a conference between the Union and the Company was held at the offices of the New York State Mediation Service. At this conference the Union stated that its contract proposal of October 14th could not be revised or changed in any way. The Union would not negotiate over the particular clauses contained therein, though it knew them to be unacceptable.

The mediator attempted to bring the parties together on some basis for agreement, but he was not successful as the Union would not change its stated position.

On November 6, 1947, another meeting was held through the offices of the New York State Mediation Service, and at this meeting no change in the policy of the Union appeared or developed.

On the night of November 9, 1947, the Union voted to strike. On the same night all the employees of the composing room, including the Foreman, went on strike, except for four unskilled employees who were not members of the Union.

11. That the strike which commenced on the night of November 9-10, 1947 has continued down to the date of this affidavit.

12. That the strike has cost the Daily Review Corporation in out-of-pocket cash expenditure, to the date of this affidavit, the sum of $55,000.00.

13. That this affidavit is made for use in the above-entitled cause.

/s/ James E. Stiles.

Submitted and sworn to before me this
24th day of December, 1947.

/s/ Earl B. Proctor
Earl B. Proctor,
Notary Public in the State of New York, residing in Nassau County, County Clerk's No. 1324. Commission expires March 30, 1948.

(Seal)

RESPONDENTS' EXHIBIT No. 19-C

NATIONAL LABOR RELATIONS BOARD

(Caption—Docket No. 9-CB-5)

State of New York)
County of New York) ss.

James E. Stiles, being duly sworn, deposes and says:

That this affidavit is made to supplement his affidavit given in the case of Evans v. International Typographical Union and that affidavit is incorporated herein by reference.

That on July 15, 1947, he and William C. Fowley, advertising manager of the Nassau Daily Review-Star, met with Robert C. Kirkpatrick, International Representative of the International Typographical Union, John J. Byrnes, president of Nassau County Typographical Union No. 915, and members of the Scale Committee in the Garden City Hotel. At that time, the Union representatives showed him a telegram from Randolph, president of the International Typographical Union, stating "Any contract entered into must contain the following: If any part of this agreement is declared illegal or inoperative by any agency or court, this entire agreement shall thereupon become null and void." He asked for a copy of this invalidation clause but did not agree to include it in a contract.

That, on the afternoon of July 17, 1947, he and Fowley met with Kirkpatrick, Byrnes, and members of the Scale Committee at the Garden City Hotel. At that time, he told the Union representatives that he would not agree to include the invalidation clause in the contract.

That, at about nine o'clock on the evening of July 17, 1947, he and Fowley met with the Union representatives in his offices at the Nassau Daily Review-Star. At that time, he made the Union an offer of $73. payable July 1, 1947, and $75. payable January 1, 1948, for a 38¾ hour week and agreed to certain minor changes in the contract. The invalidation clause was not discussed at that meeting. At about eleven o'clock that evening, several members of the composing room of the Nassau Daily Review-Star advised him that Local 915 had voted to accept his offer.

On July 24, 1947, the Union presented to him for signature a contract which contained all the provisions agreed upon July 17, 1947, but also contained the invalidation

clause. This was the first time the invalidation clause was presented to him in a formal contract. He refused to sign a contract that contained this clause.

That he has read the testimony of John J. Byrnes in Evans v. International Typographical Union and that he did not return a copy of the contract to Byrnes with the invalidation clause marked "O. K." as Byrnes testified on page 1267 of the record in that case. That, on the contrary, he returned a copy of the contract to Byrnes with the invalidation clause deleted. This is clear from the testimony of John J. Byrnes in the matter of Nassau County Typographical Union No. 915, AFL, and International Typographical Union, AFL, and The Daily Review Corporation, No. 2-CB-14. On page 1847 of the record in that case, the following appears:

> "Q. (By Mr. Perl) (Attorney for the Union) Mr. Byrnes, I show you what has been marked as Respondent's Exhibit 25 for identification, and I ask you what that is?
>
> "A. This is one of the three copies of the contract which we presented to Mr. Stiles for signature on the 24th of July. It was enclosed in a sealed envelope with Board's Exhibit 29 and delivered to me by Mr. Richard Dooley, as I said before."

And on page 1852 of the record the following:

> "Q. (By Mr. Perl) Mr. Byrnes, I call your attention to the fact that at the conclusion of the first paragraph, appearing just about the word 'duration', about one-third of the way down the page, on page 1, there appears an arbitrary symbol. Do you know what that is?
>
> "Mr. Schmidt (Attorney for The Daily Review Corporation): It is a mark that looks like a little 'e'.
>
> "A. It could be a small 'e'. It might be a delete mark of the printer, depending on the intent of the perpetrator.
>
> "Q. What is a delete mark?
>
> "A. A delete mark signifies that the matter so marked is to be omitted."

A photostatic copy of the above-mentioned Respondents' Exhibit 25 which was the contract returned to Byrnes is attached hereto as Exhibit A and made a part of this affidavit.

This contract (Respondent's Exhibit 25) was returned to Byrnes with a letter dated July 31, 1947 (Board's Exhibit

29 referred to in the excerpts above), a photostatic copy of which is hereto annexed as "Exhibit B" and made a part of this affidavit. Independently of printer's marks on the enclosed contract indicating deletions, this letter expressly stated that the invalidation clause as presented was not acceptable to affiant.

That the copy of the contract identified by Byrnes in Evans v. International Typographical Union is the copy which affiant retained in his own files and which he never sent to the I.T.U. or its subordinate union at any time. This copy was produced by affiant in the above-mentioned case No. 2-CB-14 and received in evidence as Board's Exhibit 27(a). The "O. K." marks which were placed on Board's Exhibit 27(a) were personal notations made by the affiant as a memonic to signify that he had sufficiently treated the clause alongside which the "O. K." mark appeared in the course of dictating his letter of July 31 (Exhibit B herein).

Following the receipt of a letter from Randolph dated September 20, 1947, which is in evidence in Evans v. International Typographical Union as Petitioner's Exhibit 68, he sent Randolph a telegram in which he stated he had often been reminded by the president of Local 915 that orders from Randolph and the International prevented the conclusion of a contract between the Local and The Daily Review Corporation. Randolph replied by telegram on September 27. There is hereto annexed marked Exhibit C, to form a part of this affidavit, a photostatic copy of this telegram.

This affidavit is made for use in the above-entitled cause.

James E. Stiles.

Sworn to before me this 17th
day of May, 1948.

Joseph A. Egan.

Joseph A. Egan, Notary Public in the State of New York, Residing in Queens County. Queens Co. Clk's No. 238, Reg. No. 97-E-0, N. Y. Co Clk's No. 120, Reg. No. 254-E-O, Kings Co. Clk's No. 61, Reg. No. 164-E-0, Bronx Co. Clk's No. 13, Reg. No. 97-E-0. My commission expires March 30, 1950.

RESPONDENTS' EXHIBIT 19-D

NATIONAL LABOR RELATIONS BOARD
Ninth Region

(Caption—Docket No. 9-CB-5).

State of New York }
County of New York } ss.

William C. Fowley, being duly sworn, deposes and states:

That he is over the age of twenty-one years and resides at 4 Alice Place, Baldwin, Long Island, New York.

That he is employed by The Daily Review Corporation as Advertising Director and has worked in that capacity since December 29, 1929.

That he was present at the meeting between Stiles, President of the Daily Review Corporation; and Kirkpatrick, International Representative of the International Typographical Union; Byrnes, President of Nassau County Typographical Union No. 915; and members of the Scale Committee, at the Garden City Hotel on July 15, 1947. At that time Stiles was shown a telegram from Woodruff Randolph, President of the International Typographical Union, which stated: "Any contract entered into must contain the following: If any part of this agreement is declared illegal or inoperative by any agency or court, this entire agreement shall thereupon become null and void." Stiles asked for a copy of this invalidation clause but he stated that he would not agree to include it in the contract unless it was approved by his attorneys.

That he was present at the meeting of Stiles with Kirkpatrick, Byrnes, and members of the Scale Committee at the Garden City Hotel on July 17, 1947, at which Stiles told the Union representatives that he would not agree to include the invalidation clause in the contract.

That he was present at the meeting of Stiles with Kirkpatrick, Byrnes and members of the Scale Committee at about nine o'clock on the night of July 17. There was discussion of wages and hours at this meeting but the invalidation clause was not discussed.

That he was present at the meeting of Stiles with the Union representatives on July 24. At that time the Union presented to the Company for signature a contract which contained all of the provisions agreed upon on July 17 but added the invalidation clause which had not been previous-

ly presented in a formal contract. Stiles refused to sign a contract that contained this clause. Whereupon, Byrnes handed Stiles a sheet containing "Form A" clauses and said that if he didn't sign this contract as first presented in writing the Local would include the "Form A" clauses in the next contract offered.

He attended the meeting of Stiles and Dooley, assistant to the Publisher, with Byrnes and members of the Scale Committee on September 18. Byrnes did not ask Stiles to sign a contract at that time but stated (1) that the Local could not enter into any contract, oral, written, or implied, and (2) that they would work only under Conditions of Employment.

That he attended the meeting of Stiles and Dooley with Byrnes and members of the Scale Committee on September 26. Byrnes did not ask Stiles to sign a contract but repeated the two proposals made at the meeting of September 18. He added that the employer might post his own Conditions of Employment. On inquiry from Stiles, Harris, a member of the Scale Committee, stated that if the employer posted Conditions of Employment they would have to be the same as those posted by the Union.

This affidavit is made for use in the above-entitled cause.

William C. Fowley.

Sworn to before ~~me~~ this 17th
day of May, 1948.

Joseph A. Egan.

Joseph A. Egan, Notary Public in the State of New York, Residing in Queens County, Queens Co. Clk's No. 238, Reg. No. 97-E-0, N. Y. Co. Clk's No. 120, Reg. 254-E-0, Kings Co. Clk's No. 61, Reg. No. 164-E-0, Bronx Co. Clk's No. 13, Reg. No. 97-E-0. My commission expires March 30, 1950.

RESPONDENTS' EXHIBIT 19-F

August 9, 1947

Dear John:

I am informed that on August 8th, while I was at Syracuse, your Organization caused the promulgation of so-called conditions of employment among I.T.U. members in the employ of the Nassau Daily Review-Star, owned by The Daily Review Corporation. The same are herein rejected. And we will continue to operate under our existing contract dated September 3rd, 1945, and not to exceed the period of one year expiring July 2nd, 1948, and pending continued negotiations.

Presumably, it is your intention to regard these conditions of employment as a substitute for the collective bargaining agreement which we failed to conclude because of your insistence upon provisions scrapping the entire agreement in the event of certain relatively insignificant contingencies.

"The Daily Report" on labor management problems for Tuesday, August 5th, 1947—152 on pages A-4, and A-5 goes a long way towards explaining the obstinacy which your negotiators manifested in this respect. I refer to the item entitled "I.T.U. advises against contracts, or union shop under Taft-Hartley Act".

But what cannot be explained is the remarkable and obvious repudiation of "bargaining in good faith" which your conduct manifests. Certainly, you would not tolerate promulgation by an employer alone of "Conditions of Employment", prepared and inspired on the high-handed and ex-parte basis which you yourself exemplify. You must realize that on and after August 22nd, 1947 such action by a labor union constitutes a refusal to bargain collectively to the same logic which would make similar action by employers an unfair labor practice. Indeed, under the most recent theory outlined by the N.L.R.B. (in the Florida Times case) one-sided and dictatorial imposition of your version of working standards (based on no agreement with us and exhibiting clearly an absence of good faith in bargaining on your part) would exonerate during continuance of your attitude reciprocal employer refusal to bargain.

Let me quote from an eminently fair student of labor relations a description of collective bargaining as an ideal in which the Review Corporation believes with intense sincerity:

"Collective bargaining in order to flourish, must command respect; in order to command respect, it must be more than a mere attempt to settle wages on the basis of bargaining power. It must not be a war of nerves, a competition of toughness, a process of mutual threatening. Nor must it be a contest in stubbornness in which people with closed minds test which side is willing to spend more weeks in negotiations. If collective bargaining is to command respect it must be an attempt to determine what is fair. This means that it must be guided by criteria of which wages and conditions are fair. That it must be a careful exploration of the facts in the particular situation and especially of the problems of each side. Negotiations must be conducted by men of good will who have open minds; who appeal to reason and who are willing to listen to appeals to reason. Those are stiff conditions; but neither employers nor unions can expect the community to set much value upon a process which attempts to fix wages and working conditions merely on the basis of the relative willingness of the two sides to engage in a fight."

We are still ready and prepared to continue to meet your negotiators in an attempt to apply such a theory of collective bargaining, at any mutually convenient time or place —Monday, Tuesday, Wednesday or any other week day or on all of the days of any week.

The reasons why you should want to conclude a genuine agreement before August 22nd makes more sense than the nullificationist temper toward the Taft-Hartley Law which you publicly betray (to the prejudice of good relations between us).

We cannot regard your "conditions of employment" as valid in law, or even in sound industrial relations to replace or vary the preferable agreements (which were actual, though tentative) arrived at during our recent negotiations. Such agreements, we think, deserve more respect than a ukase devised by your strategists of labor law nullification.

We beg leave to call to your attention, that provision of our present contract effective September 3rd, 1945, which reads as follows:

"This agreement and all of its terms and provisions, shall continue in full force from the 3rd day of September, 1945, to the second day of July, 1947, and shall continue thereafter until a new contract shall have been concluded."

But what we would like best of all is a signed collective bargaining agreement (formal and final, not merely tentative) borne of mutual respect for the principles enunciated by Sumner Slichter rather than of your spite toward legislation which law-abiding Americans should obey even while they attempt to revoke it in the spirit of due-process and constitutional law and order.

In our dealings with you and our employees we propose to be guided by the considerations which we call to your attention by this letter. We continue, meanwhile, our proposal to conclude a labor contract, to rationalize and stabilize our personal relations for the future within the framework of existing law.

To conclude we will not sign or accept any agreement or alleged conditions of employment which are in open defiance of and do not conform to the Federal or State Laws or regulations.

Cordially yours,
James E. Stiles.

Mr. John J. Byrnes, President
Nassau County Typographical Union No. 915,
62 St. Marks Ave.,
Freeport, N. Y.

RESPONDENTS' EXHIBIT No. 19-G

(Letterhead)

International Typographical Union

Woodruff Randolph, President

Postoffice Box 428
Indianapolis 6, Indiana
September 20, 1947

Mr. James E. Stiles, Publisher
Nassau Daily Review-Star
Executive Offices
Rockville Centre, New York

Dear Mr. Stiles:

I have your letter of September 17 with which you forwarded several enclosures including a statement by you to the employees of your composing room dated Sunday, August 17, 1947.

It is my opinion that either your lawyer has been pulling your leg or you have gone off on an emotional binge. Your lawyer should have explained to you some of the legal fundamentals involved. Many publishers throughout the country have had those fundamentals explained to them and the policy of the International Typographical Union finds no resistance.

I assure you that there is no possible chance of the law of the land compelling us to agree to anything and hope for a continuance of friendly relations between your paper and the local and International unions.

Cordially and sincerely,
Woodruff Randolph,
President.

1:mc

RESPONDENTS' EXHIBIT 19-H

If any part of this agreement is declared illegal or inoperative by any agency or court, this entire agreement shall thereupon become null and void.

INLAND DAILY PRESS ASSOCIATION EX. 1

UNITED STATES OF AMERICA
Before the National Labor Relations Board
Ninth Region

* * (Caption—Case No. 9-CB-5) * *

Motion to Intervene

Comes now the Inland Daily Press Association, pursuant to Section 203.29 of the Rules and Regulations of the National Labor Relations Board, and files its motion for leave to intervene in the above entitled case.

In support of this motion, petitioner respectfully shows:

The Inland Daily Press Association is a membership corporation organized and existing under the laws of the State of Illinois. Membership in the Association includes more than 400 daily or daily and Sunday newspapers in 19 states. Many of them are vitally interested in the issues of this case and will be affected by the final determination of the issues involved.

The acts and conduct of the union complained of are not isolated in character and effect but are part of a nationwide conspiracy of the International Typographical Union and its executive council to evade and violate the Labor Management Relations Act, 1947. Therefore, the determination of the controversy herein will have an important bearing on employer-employee relationships in the entire newspaper publishing field.

Wherefore, the Inland Daily Press Association respectfully requests that this motion to intervene be granted.

Respectfully submitted,
Inland Daily Press Association,
By its Attorney:
Gerard D. Reilly
Gerard D. Reilly,
1435 K Street, N.W.,
Washington 5, D. C.

INLAND DAILY PRESS ASSOCIATION EX. 3

Facts
about the
Printers' Strike
against
The Hammond Times
and the
"Big 6" Chicago Newspapers

Radio Broadcast—WCFL—1000 on your dial
"Meet the Union Printers"
Monday Throught Friday, 9:15 P.M.—Saturday, 6:15 P.M.

— — —

For More Facts about the Printers' Strike
Tune in WJOB Monday through Friday
10:45 A.M. and approximately 9:45 P.M.

Hammond Times Chapel Members
Typographical Union No. 16

(Affiliated with the Indiana State Federation of Labor, Lake County Central Labor Union, and the Calumet Joint Labor Council.).

Printed on Union Made Paper January 13, 1948

To All Members and Friends of Organized Labor:

Union printers have been striking for six long weeks against the Hammond Times, Chicago Defender, and the "Big 6" Chicago newspapers. Those who still buy these makeshift papers are "sick and tired" of the ersatz thing being foisted upon them; advertisers are solely dissatisfied, and many unionists are still wondering just how this strike affects them and their unions.

This strike is unpleasant for all concerned; it is extremely regretable, but the full burden is upon the publishers for forcing it upon all of us. Typographical Union No. 16 has been recognized for 95 years as reliable, dependable and conservative. The highly profitable printing industry has enjoyed remarkable stability during all these years, and our union has contributed its share to that stability.

The character of our union has not changed. This strike is not of our choosing. Our great aim and purpose is, as always, stability in the printing industry. Our livelihood depends upon it. But times have changed, and laws have

changed—and now we are compelled to resist, with all our might, the forces which would destroy us.

More than that, ours is a front-line battle in which the very existence of every union is at stake. If we should lose, no union would be secure. For that reason, we are justified in appealing to every member and friend of organized labor for support. This strike of union printers is of vital importance to everyone.

Five Months of Negotiations

The union's contract with the Chicago publishers expired Oct. 21, 1947. We started negotiations for a new contract on July 30. Those negotiations continued through August, September, October and November, when even our international officers could not break the deadlock. During all these months, the publishers would not discuss wages, although they admitted an increase was warranted by the skyrocketing cost of living since our last wage readjustment in 1946.

Finally, our union had no other course than to set a day and hour when a wage increase would go into effect, and the strike vote was 2330 to 61. Having refused to discuss wages during the negotiations, the publishers of the "Big 6" newspapers refused to pay the increase and thus forced their printers to walk out at 9 P.M. Nov. 24. That was weeks after our contract had expired.

During those negotiations, the printers on the Hammond Times had been led to believe by W. J. Harrigan, business manager, that the management would continue to operate as usual. Ten days prior to the strike against the "Big 6" Chicago papers, the Hammond Times management, through Mr. Harrigan, assured J. C. "Dusty" Rhodes, a member of No. 16's Newspaper Scale Committee, that the management did not wish to quarrel with the union and that, regardless of what happened in Chicago, the Hammond Times would continue to publish with union printers.

The Hammond Times Reneges

But when the showdown came, the management of the Hammond Times refused to pay the wage increase. Instead, the management deliberately chose to follow the line of the "Big 6" Chicago papers. Consequently the union printers were forced to walk out of the Hammond Times composing room also.

Not one of our members remained at work in any of the struck composing rooms. To a man—and to a woman—

they are out, fighting for the right to continue the American way of life, which their union has helped build for a century.

Newspaper publishers have alleged that we are "on strike against the Taft-Hartley Act." That is not true! Our strike is perfectly legal in every respect. We are striking for a decent wage, above a mere subsistence level. We want, for ourselves and all others, a wage that will buy more than the base necessities of life.

It is true that our union is solidly opposed to the Taft-Hartley Act. But we will not deliberately violate any law —federal, state or local. Despising the Taft-Hartley Act and the legislative tools who voted for it, the Typographical Union nevertheless will not violate that law in any particular.

The Taft-Hartley Act requires 60 days' notice of intention to terminate a contract. We gave our employers 60 days' notice before our contract expired, but we continued our efforts to make a peaceful settlement.

We complied with the Taft-Hartley requirement that the U. S. Conciliation Service be notified of our inability to reach an agreement, but we continued to negotiate.

Taft-Hartley Smoke Screen

Much has been said about the so-called "no-contract" policy of the International Typographical Union, and our union has been accused of placing itself above the law of the land. But for many years only about one-sixth of the commercial shops in Chicago, and only the big Chicago daily newspapers, have had contracts with our union. All the others, including the Hammond Times have operated satisfactorily without contracts. A similar condition has existed all over the country. It is nothing new in the printing industry.

In attempting to justify their conduct which provoked this strike, the publishers have told the public they insisted on a contract to insure "stability". That is a smoke screen to hide their real motives. The printing industry has always had remarkable stability. The publishers did **NOT** insist on a contract, except as an excuse to avoid overdue adjustment in wages.

But the publishers are not consistent in this manner. John S. Knight, owner of the Chicago Daily News, put in effect wage increases in the composing rooms of his newspapers in Akron, O., and Miami, Fla.—without contracts!

W. R. Hearst, owner of the Chicago Herald-American, operates union composing rooms in Boston and San Antonio —without contracts! These two are among the "Big 6" publishers who claim it would be "unlawful" for them to operate in Chicago without contracts. Ridiculous!

At the very beginning of negotiations last summer, we tendered to the newspaper publishers a full contract proposal. The publishers never, during the five months we met with them before we struck, reciprocated by tendering a complete proposal to us. Not even the U. S. Conciliation Service, which entered the picture at the publishers' request, was able to induce them to make a full and frank statement of their objectives. Mayor Kennelly was also unsuccessful in his recent meetings.

No Counter-Proposals

After the publishers had set their faces against our first proposal, and after they had repeatedly refused to submit a counter-proposal of their own, we submitted another form of contract which would have given either party the right to cancel it by serving 60 days' notice as required by the Taft-Hartley Act. The publishers did not contend that this form was illegal. But they refused to accept it because a wage increase was to go with it.

As negotiations went on, our union expressed a willingness to continue without a contract (as we actually did for weeks before we struck). This "no-contract" proposal was satisfactory to the publishers—If we would drop our demand for an increased wage.

There is a reason for the publishers' hedging and inconsistency, and their ridiculous allegations that our union is violating the law of the land. Chicago is a great printing center. Its wage scale has an important effect on wage scales in other cities. The wage rates of some other unions in the printing industry are contingent upon that of the printers. The chain publishers and publishers' associations, therefore, regard Chicago as a battle ground in their fight for lower wages and changed working conditions in the printing industry.

This is where the Taft-Hartley Act comes into the picture. They have cited the Typographical Union before the Labor Relations Board for various fancied violations of the law, and have sought to bind and gag us under a contract with no cancellation clause. Cognizant of the vicious potentialities of the Taft-Hartley Act, our union insists that

a contract include a cancellation clause for protection in case of provocation by the publishers. The publishers have been adamant in their refusal to consider such a contract. Face to face with the Taft-Hartley Act and this attitude on the part of the publishers, we have reason to doubt the publishers have acted in good faith. We are justified in suspecting them of ulterior motives.

While absolutely refusing to talk wages, the publishers have demanded that we sign some sort of hard-and-fast contract which would lay us wide open under the Taft-Hartley Act. And we do not intend to enter into a contract that could destroy our union.

Non-Unionists Bar Themselves!

We intend to preserve our right to refuse to work with non-unionists. Ours is not a closed union. We encourage non-unionists to join. Approximately 40,000 members have joined in the last 10 years. There is no discrimination based on sex, creed, race or national origin. There is no good reason for a worthy member of the craft not to be a member of our union. It isn't our union which bars non-unionists from our shops. He bars himself. And we do not intend to bind ourselves under contract to work with the fellow who refuses to join with us.

In the past our members have refused to handle work received from or destined to substandard or struck shops. During this present strike our own members in the commercial shops have been required under the Taft-Hartley Act, to execute work for the struck newspapers. Members of all the other unions are compelled to do likewise.

The Taft-Hartley Act does not require the employer to handle work from another shop, either union or non-union. He can place his business where he wants to, or refuse to do it. The Taft-Hartley Act makes our own freedom in this particular matter contingent upon the choice of the employer.

Our First Such Strike Since 1852

Surely, by now, every reader will understand that the printers' strike has implications of vital importance to Every member of Every union. The outcome of this strike will set a pattern for the whole country. This is the first time in 95 years that the Typographical Union has called a general strike against the Chicago area newspapers. It is the first strike in the 40 years history of the Hammond Times. What has happened? We now have the Taft-Hartley Act!

Despite the pretty words of its sponsors, the Taft-Hartley Act is a vicious piece of anti-labor legislation. It is a potential weapon which, in the hands of union-busting employers and combinations of employers, could reduce our union and Your union, to absolute impotency.

Typographical Union No. 16 and the International Typographical Union are bearing the first big scale attacks under that treacherous law. We are waging a front-line battle, not only for an over-due increase in wages, but also for the very life of our union, and of every other union, AFL, CIO, independent.

This Is Your Fight Too!

This is Your fight, as well as ours—and we are justified in seeking your full support. There are various ways in which support can be given. For instance, there is no law to compel you to buy a newspaper with whose labor policy you do not agree. As a loyal and sincere unionist or friend of organized labor, your refusal to buy a struck newspaper would be tangible evidence of your support of the striking printers. By helping them win this all-important fight, you are actually helping yourself. Don't Buy Struck Newspapers!!

Thank You!

Fraternally and sincerely,

Hammond Times Chapel Members
Typographical Union No. 16

J. C. "Dusty" Rhodes — Member Newspaper Scale Committee

Joe Schreiner — Chapel Chairman

Eldon Jacobs
Chapel Secretary

If your organization—union, church, club, veteran's post, or any other—would like to hear a striker present the viewpoint of the Typographical Union in its struggle with the publishers' combination, please call Russell 7987.

SOUTHERN NEWSPAPER PUBLISHERS ASSOC. EX. 1.

UNITED STATES OF AMERICA
Before the National Labor Relations Board
Ninth Region

(Caption—Case No. 9-CB-5)

Motion of Southern Newspaper Publishers Association for Leave to Intervene

1. Your petitioner, Southern Newspaper Publishers Association, hereby moves the National Labor Relations Board for leave to intervene as a party in this proceeding. Your petitioner is an unincorporated and non-profit association, with headquarters at 312 Dome Building, Chattanooga, Tennessee. Your petitioner's membership includes about ninety percent of the publishers of daily newspapers in fifteen states, as follows: Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia and West Virginia.

2. For grounds of this motion, your petitioner states as follows: The great majority of the newspaper publishers who belong to petitioner employ in their composing rooms members of the International Typographical Union (the ITU). They have recognized the ITU and its appropriate subordinate local unions as representatives of the employees in their composing rooms. In years past most of your petitioner's members have entered into collective bargaining negotiations with those unions and have executed written collective bargaining contracts with them.

3. However, since June 23, 1947, and particularly since August 22, 1947, the efforts of the great majority of your petitioner's members to maintain collective bargaining relationships with the ITU and to comply with the provisions of the Labor-Management Relations Act of 1947 have been frustrated by that union's persistence in exactly the same types of illegal practices which are alleged in the complaint filed in this proceeding by the National Labor Relations Board against the ITU.

4. The matters which are in issue in this proceeding are, therefore, of the most vital importance to your petitioner's member newspaper publishers. Likewise, the disposition of such issues in this proceeding will significantly

affect their future collective bargaining relationships with the ITU and their ability to operate their composing rooms in compliance with the law of the land.

5. The membership of your petitioner is composed largely of publishers of small newspapers of limited resources, more than 70% having circulations of less than 25,000. Such publishers cannot afford to be individually represented in this proceeding and therefore require collective representation by your petitioner.

Wherefore, your petitioner prays that it be admitted as a party to this proceeding, with full right to appear and be heard (including examination and cross-examination of witnesses, filing of briefs and exceptions, and presentation of oral argument on the issues herein); and

Your petitioner further prays that it may be granted such other and further relief as to this Honorable Board shall seem just and proper.

Respectfully submitted,
Southern Newspaper Publishers Association
By its attorneys:
Thurman Arnold
Thurman Arnold
Arnold, Fortas and Porter,
1200—18th Street, N. W.,
Washington, D. C.

Certificate of Service

Copies of this motion have been served by registered mail upon the International Typographical Union and the American Newspaper Publishers Association.

Thurman Arnold

Thurman Arnold

Respectfully submitted,

.....

ELISHA HANSON
Attorney for Petitioner,
American Newspaper Publishers Association
Address: 729—15th Street, N.W.
Washington 5, D.C.

Dated, at Washington, D. C. February 7, 1951.

.....

GERHARD P. VAN ARKEL
HENRY KAISER
EUGENE GRESSMAN
EUGENE GRESSMAN
Attorneys for Respondents,
International Typographical Union and its Agents.
1830 Jefferson Place, N.W.
Washington 6, D. C.

Dated at Washington, D. C.
March 2, 1951.

.....

A. NORMAN SOMERS
Assistant General Counsel
National Labor Relations Board

Dated at Washington, D. C.,
this ..... day of January 1951.

[fol. 3053] [Caption omitted]

[fol. 3054] IN THE UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT, OCTOBER TERM AND SESSION, 1951

No. 10329

AMERICAN NEWSPAPER PUBLISHERS ASSOCIATION, Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD, Respondent

Petition to Review and Modify an Order of the National Labor Relations Board

No. 10331

NATIONAL LABOR RELATIONS BOARD, Petitioner,

vs.

INTERNATIONAL TYPOGRAPHICAL UNION, WOODRUFF RANDOLPH, Larry Taylor, Elmer Brown and Don Hurd, Respondents,

No. 10332

NATIONAL LABOR RELATIONS BOARD, Petitioner,

vs.

CHICAGO TYPOGRAPHICAL UNION NO. 16 and INTERNATIONAL TYPOGRAPHICAL UNION, Respondents

Petitions for Enforcement of Two Orders of the National Labor Relations Board

No. 10356

UNION EMPLOYERS SECTION OF PRINTING INDUSTRY OF AMERICA, INC., Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD, Respondent

Petition to Review and Modify an Order of the National Labor Relations Board

OPINION—December 27, 1951

[fol. 3055] Before Kerner, Lindley and Swaim, Circuit Judges.

SWAIM, Circuit Judge:

This opinion will undertake to cover four cases. The principal parties involved are the National Labor Relations

Board, the International Typographical Union, some of its subordinate local unions and its officers and agents, the American Newspaper Publishers Association, the Chicago Newspaper Publishers Association and the Union Employers Section of Printing Industry of America, Inc. These parties will be referred to herein as the "Board," "ITU," "ANPA," "CNPA" and "PIA," respectively.

The ANPA is a membership corporation, the members of which are publishers of newspapers throughout the country. Although ANPA does not serve as the representative of its members for the purpose of collective bargaining with labor unions, it has for many years had a Special Standing Committee in existence to collect and disseminate information pertinent to collective bargaining, and to advise and cooperate with member companies with respect to their relations with labor unions. Through its Special Standing Committee ANPA has participated in general policy discussions with international unions and has been signatory to arbitration agreements with international unions which the local unions and individual publishers have customarily adopted. The CNPA is an association of the publishers of the principal Chicago newspapers.

The ITU was organized in 1852 as an amalgamation of previously existing typographical societies some of which had existed since 1815. The ITU's membership now consists of some 90,000 members belonging to about 850 locals. The ITU now asserts jurisdiction over composing room employees who are organized into subordinate local unions and mailing room employees who are organized in Separate Mailers Locals.

The PIA is a New York corporation which at all times material herein has been designated by its various member commercial publishing companies as their agent for the purpose of bargaining collectively with labor organizations, [fol. 3056] including the ITU, concerning the rates of pay, wages, hours of employment and other conditions of employment of their respective employees.

The first of the four cases, No. 10329, is a petition by the ANPA to review and modify an order of the Board, entered in the Board's case No. 9-CB-5, which directed the ITU, its officers, agents and representatives, to cease and desist from certain unfair labor practices in which the

Board had found the ITU and its agents had been and were engaging in their dealings with the ANPA and various member newspaper publishers.

The second case, No. 10331, is a petition by the Board for enforcement of this same order of the Board.

The third case, No. 10332, is a petition by the Board for enforcement of its order directed to the ITU and to its Chicago local to cease and desist from certain unfair labor practices in which the Board found that they had been and were engaging.

The last case, No. 10356, is a petition by the PIA to review and modify an order entered by the Board in the Board's case No. 2-CB-30, directing the ITU to cease and desist from certain unfair labor practices in which the Board found that the ITU and its local unions had been and were engaging in their dealings with the PIA.

Case No. 10329

In November 1947 the General Counsel of the Board, as a result of charges filed by the ANPA, filed a complaint against the ITU and its officers and agents, alleging that the ITU and its officers and agents, had been and were engaging in certain unfair labor practices in violation of the Labor Management Relations Act of 1947, 29 U. S. C. A. § 141, et seq., hereinafter referred to as the "Act."

The complaint alleged various unfair labor practices by the ITU and its agents in violation of § 8 of the Act, in that, since August 22, 1947, they had (1) caused or attempted to cause the publishers to hire only members of the ITU as employees, and thus to discriminate against non-union employees in violation of § 8(a)(3), which con- [fol. 3057] stituted a violation by the ITU and its agents of § 8(b)(2) of the Act; (2) caused or attempted to cause publishers to pay money "in the nature of an exaction for services which were not performed, or not to be performed," in violation of § 8(b)(6) of the Act; (3) restrained or coerced employer members of the ANPA in the selection of their representatives for the purpose of collective bargaining and the adjustment of grievances by insisting and demanding, and causing their subordinate local unions to insist and demand that the employers employ only fore-

men who were members of the ITU, which restraint or coercion was in violation of § 8(b)(1)(B) of the Act; and (4) restrained and coerced employees in the exercise of the rights guaranteed by § 7 of the Act by refusing and causing the subordinate local unions to refuse to bargain in good faith with the employer publishers. The complaint did not allege that this was in violation of § 8(b)(3) of the Act, but did allege that it was a violation of § 8(b)(1)(A).

The ITU filed an answer denying generally the material allegations of the complaint. This proceeding before the Board will be referred to herein as the ANPA case.

Hearings on this case were held in various cities and on various dates from December 9, 1947 to May 18, 1948. For the purpose of the hearing only, this case was consolidated with the Board's case No. 13-CB-6, which was pending on a complaint issued against the ITU and its subordinate local union as a result of charges by the Chicago Newspaper Publishers Association. This latter case will be referred to hereafter as the Chicago case. A petition to enforce the Board's cease and desist order in the Chicago case is our case No. 10332.

Facts Prior to Taft-Hartley

For a better understanding of the actions, demands and practices of the ITU which led to the complaints being filed in these cases it is necessary to understand some of the basic principles on which the ITU was founded and which the ITU claims to be vital to its continued security. Prior to about 1885 the ITU did not "bargain" with employers [fol. 3058] as that term is presently understood. Instead it adopted a schedule of prices and other conditions of employment under which its members were willing to work. No ITU member would work for an employer except for the pay and under the conditions so fixed by the ITU. One such condition was that its members could only work in a composing room where all the employees were members of the union. A member violating this condition was penalized by being suspended or expelled from the ITU. Other conditions of employment on which the ITU traditionally insisted were: (1) that the composing room be

under a foreman who was a member of the ITU and who had the power to hire and fire employees, (2) the right of the ITU to determine the kind of work to be assigned to its members, (3) the right of its members to refuse to work on "struck work" (work coming from or going to a shop considered unfair to union labor), (4) that the employers recognize the "apprentice system" of the ITU, and (5) the right of the ITU to compose all of the print used in publishing a newspaper.

On this last condition is founded the ITU's claim to "reproduction" or "setting bogus." This condition requires payment by publishers of substantial amounts regularly for composition work which is never used nor intended for use. Commercial advertisers often submit their advertisements to publishers in the form of a matrix (an impression on thin cardboard of an advertisement, including the printed matter thereof) which serves as a mould from which a metal plate is made for use on the printing presses. An advertisement submitted in this form goes directly to the stereotype room where a plate is made to be used in the printing of the advertisement. The ITU permits publishers to publish advertising submitted in this manner only on the condition that after the advertisement is published a tear sheet containing the advertisement be taken from the published newspaper and that members of the ITU then be permitted to set the advertisement in type, place it in a form, run a proof of the form and correct any errors. In other words, the ITU insists on doing exactly the same composing room work on an advertisement submitted on a matrix as it would do if the advertisement had been submitted in the form of flat copy with the advertisement typewritten or drawn [fol. 3059] by hand. After a calculation has been made of the time consumed in setting the type on such "reproduction" work, the type so set is tossed into the type melting box.

These traditional demands of the ITU relating to a closed shop, union foreman, struck work, jurisdiction and bogus were set out in detail in the General Laws of the ITU which were in force at the time of the hearing before the Board on the ANPA and Chicago cases. The ITU, its subordinate locals and its members are all subject to

its Constitution, By-Laws, General Laws and Convention Laws.

Internal Organization of ITU

By its Constitution the ITU declared that it alone was vested with power to establish subordinate local unions and that "its mandates must be obeyed at all times and under all circumstances." Its Constitution provided that it should issue to locals only charters which are conditioned on the local being "forever and under any and all circumstances" subordinate to and in compliance "with all the requirements of the constitution, by-laws and general laws or other laws of the International Union as they may from time to time be altered or amended," and "that said union (the local) shall for all time, be guided and controlled by all acts and decisions of the International Typographical Union as they may from time to time be enacted." The local charters so authorized also provided that "so long as the said union adheres to these conditions, this charter (is) to remain in full force; but upon infraction thereof, the International Typographical Union may revoke this charter, thereby annulling all privileges secured hereunder."

Article II.—Laws, of the ITU Constitution provided:

> "Section 1. The International Typographical Union shall exercise complete and unrestricted authority to define its jurisdiction; enact; enforce and amend as provided in its constitution and by-laws all laws for the government of the International Union, its subordinate unions and its officers and members throughout its entire jurisdiction."

[fol. 3060] The Constitution provided that the officers of the ITU should consist of the President, three Vice Presidents and the Secretary-Treasurer, and that these officers should constitute the Executive Council which "shall have general supervision of the business of the International Union and of subordinate unions."

Under Article X.—Penalties, it is again provided that:

> "Any subordinate union * * * which shall neglect or refuse to obey any law or legal mandate of the In-

ternational Typographical Union or Executive Council may be fined or have its charter suspended by the Executive Council."

It is also provided that every person admitted as a member shall subscribe to an oath that he will to the best of his ability abide by the Constitution and By-Laws of the union; that he will at all times support the laws, regulations and decisions of the ITU and that he will "* * * use all honorable means within my power to procure employment for members of the International Typographical Union in preference to others; * * *."

In addition to the centralized control over its locals and members as shown above, the ITU also under its laws exercises a close supervision over all collective bargaining by its locals and on occasion actively participates therein. Its General Laws, Article III, provide that:

> "The laws of the local union not affecting wages, hours or working conditions and the laws of the International Typographical Union shall not be submitted to arbitration."

This Article provides further that subordinate unions are not only required to submit all proposals for a new contract, or extension or amendment thereof, to the ITU President for review and approval as complying with requirements of the ITU laws, before presentation to the employer, but they must also again submit the negotiated contract to the ITU President before the local executes it. If a serious disagreement develops between a local and an employer, the local is required to notify the ITU President before any strike action is taken. The President or his agent [fol. 3061] then participates in the negotiations. This procedure was followed several times during the negotiations involved in these cases. If no agreement is then reached, the Executive Council may approve a strike. In such case strike benefits are paid to members of the local; the ITU defense funds are made available, and members not supporting the strike may be expelled.

The General Laws reiterate the ITU's "unalterable policy" that all composing room work "belongs to and is under the jurisdiction of" the ITU. Article V of the ITU

General Laws declares that in a union shop the foreman is the only recognized authority, and that in reduction of force and in rehiring and hiring new employees for the composing room he shall be governed by priorities of the persons involved as determined by Article X of the General Laws.

Events in 1947

Bearing in mind the absolute control of the ITU over its subordinate locals and members as shown above, let us examine the manner in which that power was used in the transactions here under consideration. Upon passage of the Taft-Hartley Act in June 1947, to become effective August 27, 1947, the ITU at once launched a campaign for the apparent purpose of expressing its disapproval and defiance of the Act and for the further purpose of instructing its subordinate locals and members on methods of avoiding the impact of the various provisions of the Act on the traditional practices and policies of the ITU. In fact, while the Act was still under consideration by Congress, the ITU clearly indicated what was to come in the event the Act was passed. In the March 1947 issue of The Typographical Journal its readers were told:

> "For nearly a century—long before there was any thought of laws to 'legalize' the closed shop—the International Typographical Union operated on the closed shop principle. It has been the accepted practice in the printing industry. * * * It will continue to so operate in spite of misguided or prejudiced leg- [fol. 3062] islators, their influential backers, or any unconstitutional 'laws' enemies of labor may be able to put on the books.
>
> "* * * It is the inalienable right of a free people to refuse to work under intolerable conditions. It is intolerable and unthinkable that union printers would work with non-union men under conditions fostered by the 'open shop.' When confronted with that choice members of the I. T. U. will do what comes naturally."

In May 1947, Woodruff Randolph, President of the ITU, testifying before a Congressional Committee said:

> "At no time has the International Typographical Union or any local thereof operated on other than a closed shop basis and whether it can make contracts thereof or not, it will continue to function on that basis."

In the July 1947 issue of The Typographical Journal, the first issue after the passage of the Taft-Hartley Act, President Randolph wrote:

> "The Law as Adopted is Unenforceable
>
> "The old adage that you can lead a mule to water but you cannot make him drink applies as well in this case. It is recognized that collective bargaining is not only a good thing, but an absolute necessity. So is water to a mule, but there are times when he will not drink.
>
> "This is one of the times when organized labor approaches collective bargaining with at least a mulish disposition. So far as the Typographical Union is concerned, we do not intend to have any of our rights or prerogatives, enjoyed for a hundred years, set aside by laws adopted under the lash of party leadership in Congress inspired by representatives of big business whose aim is to wreck organized labor.
>
> . . . . . .
>
> [fol. 3063] " . . . It is a safe prediction that if the Supreme Court of the United States does not set Congress right, organized labor will do the job the hard way.
>
> . . . . . .
>
> "There is no law that can compel our members to work for our employers under any conditions not acceptable to us. If we cannot make a contract for a closed-shop, we need not make a contract. If the conditions prevailing in a shop are not to our liking, we need not work in that shop."

In the August 1947 issue of The Typographical Journal another article by President Randolph appears containing the following statements:

> "A condition of closed-shop exists in the printing industry as regards employment of composing room workers. Theories will not change that condition.
>
> * * * * * * *
>
> "The theory of the Taft-Hartley Law is that now an employer can 'shoe horn' some non-union men into a union composing room and be protected against our men walking out. That is theory only. The condition is that our members will walk out.
>
> "The theory of the employers protection in 'opening' a closed-shop is that a union will violate a contract if the men walk out. The condition is that union men do not need to have a contract."

By a series of bulletins which were sent to all subordinate unions, beginning about July 1, 1947, the latter were advised of and directed to follow a common policy which was to be followed by the ITU and all of its locals. These bulletins first explained that, pursuant to § 102 of the Act, the locals might sign, before the effective date of the Act, a one year closed shop contract. The ITU directed that on contracts expiring before August 22, 1947, the locals might execute one year extension agreements, provided a sixty day cancellation provision was included. For con- [fol. 3064] tracts expiring after that date the locals were instructed to give notices sixty days before expiration. stating that:

> "To the extent required by § 8(b)(3) of the Labor Management Relations Act this is to offer to meet and confer for the purpose of 'negotiating' conditions of employment but reserving all rights provided by said LRMA § 8(d) that such obligation does not compel this union to agree to a proposal or require the making of a concession."

These bulletins warned the locals not to be stampeded into signing a contract before August 22, 1947, just to get

a closed shop contract because, "We will maintain our right to work only with union men under any circumstances." With this communication the ITU sent its locals its "Form A" to be used in making the one year extension agreements. This form contained the contract provisions set out below which President Randolph considered "musts" in any contract which the ITU would approve: (1) An agreement that the contract might be terminated at any time by either party upon sixty days written notice and that neither party shall bring any legal action against the other for any breach of contract. (2) An agreement that if any part of the contract is declared illegal or inoperative by any agency or court, the entire agreement shall thereupon become null and void. (3) An agreement that the union is to be considered the exclusive bargaining agent for all composing room employees, and that the term composing room employees is subject to definition and limitation only by the local union and the ITU and, further, that if such a definition by the union should not be desirable to the employer, the employer may, on ten days notice, declare the contract null and void, but that during said ten day period, the employer would not appeal to any agency for a determination of that issue. (4) An agreement that each party to the contract shall have as its only recourse against the other for damages alleged to be due for any breach of the contract, an appeal to the Joint Standing Committee provided therein and that no award for damages shall in any event exceed the sum of $25.00, except on a claim for wages. (5) An agreement that while the parties intend to preserve [fol. 3065] the process of collective bargaining, there is no intention to violate any Federal or State law, but in the event that any action should be brought attacking the validity of the agreement or seeking to prevent its terms being carried out, either party may declare the agreement null and void. (6) An agreement that no member of the union shall be required or expected to cross a picket line established by a subordinate union of the ITU.

The locals were also cautioned not to verbally agree to or sign anything without the approval of the President of the ITU. Other bulletins assured the locals that (1) they could not be compelled to make contracts, (2) they could not be compelled to work under conditions which were

unsatisfactory to them, (3) they could name the conditions under which they would work after the expiration of their existing agreements, and (4) they could collectively refuse to work for any employer who refused to meet their conditions.

In its annual convention, held August 16 to 22, 1947, the ITU adopted a resolution approving the report of its committee on collective bargaining. This report asserted the determination of the ITU to "* * * maintain our historic rights and prerogatives * * *," denounced the Labor Management Relations Act as having provisions which are "impracticable and unworkable," and "inequitable and unjust to organized labor" and "unconstitutional and invalid." The report pointed out that the Act did not compel "the signing of contracts" and stated that refraining from signing was "not violation or evasion of the law." The resolution therefore declared:

> "It will be our policy to refrain from signing contracts in order that we avoid agreeing or seeming to agree, or voluntarily accepting the conditions created by such a relationship under the Labor Management Act of 1947."

The report also stated that the Act expressly provided that it should not be construed to require an individual employee to render labor or service without his consent, [fol. 3066] nor to make the quitting of his labor by an individual employee an illegal act. The ITU policy therefore declared:

> "Upon the expiration of existing contracts, and until the laws above referred to are amended and free collective bargaining is again recognized, our members may accept employment only from employers who are willing to employ them under the 'Conditions of Employment' which the several unions adopt, after approval by the Executive Council of the I. T. U."

The policy so adopted admonished the locals to give proper notices of cancellation of existing contracts and to engage in collective bargaining "to the extent required by law" but again reminded the locals that the Act did "not

compel either party to agree to a proposal or require the making of a concession."

The locals were warned (1) not to qualify as representatives under the Act except after approval by the Executive Council, (2) not to enter into "no strike" agreements or contracts of any kind without the approval of the Executive Council, and (3) not to file any unfair labor practice charges or petition for investigation or representation without the approval of the President and Executive Council. The Executive Council was given the power to "interpret, construe and enforce the policy."

It is significant that the same convention amended § 43 of Article IV of the By-Laws of the ITU by giving the Executive Council the right to summarily *expel* (instead of suspend) any subordinate union, member or members refusing to accept and observe a decision of the Executive Council. Section 2 of Article II of the General Laws was also amended to prohibit any local union from signing any contract guaranteeing its members to work "unless such contract is in accordance with International law and *policy* and approved *as such* by the International President." (Our emphasis.)

Conditions of Employment

Forms of Conditions of Employment were distributed to the locals with instructions for their effective use. They [fol. 3067] were told that the first step was to give proper termination of existing contracts. They were told then to submit to employers an "offer" which would propose (1) that there be no signed, verbal or any other kind of contract, and (2) that the employer recognize that there is no obligation on the part of the union or its individual members to do other than as specified in the Conditions of Employment. They were then to discuss with the employer fair wages and other local questions not covered by the Conditions of Employment. However, the locals were told not to agree even on wage or hour proposals of employers which were acceptable. The locals were repeatedly told that they must "follow ITU policy no matter what happens." They were told that if they found it necessary to walk off the job they were to assign no reason for it. " * * *

You will be refraining from working because you want to do so and for no other reason."

The Conditions of Employment form which the locals were required to use in lieu of a collective bargaining contract stated in its first paragraphs:

"This schedule of the Conditions of Employment, as hereinafter stated, is in nowise a contract nor is it an offer susceptible of acceptance by an employer in any manner to infer that there has been any meeting of the minds in collective bargaining to attain the results hereinafter prescribed solely by the union.

"This policy of prescribing conditions of employment by union action only is for the purpose of retaining all legal rights of the union and its individual members.

"..... Union No. .....; a subordinate union of the International Typographical Union and subject to all of its laws, regulations and decisions, hereby, and with the consent and support of the International Typographical Union, establishes the wages, hours and conditions under which member of ..... Union No. ..... shall work, as stated in the schedule and [fol. 3068] provisions herein, on and after ....., 19 , subject only to such alteration, amendment or withdrawal as may be authorized by a vote of the membership as prescribed by local laws and approved by the International Typographical Union.

"No local union officer, chapel chairman, or other member of the union shall be authorized to act as an 'agent' of the union for any purpose or act prohibited by state or federal laws. The union promulgating these conditions of employment accepts no obligations as a collective bargaining agent as defined by the Labor Management Relations Act of 1947. Any act of members of the union to quit their employment is a matter of their individual rights and prerogatives.

"Failure on the part of any employer of members of of the union, to provide employment at the standards set forth in these conditions will be evidence such employer has locked out members of our union and with

the consent of the International Typographical Union such members may be classified as locked out and other union members may be notified of such lockout."

This statement of policy in the Conditions of Employment form is followed by (1) Schedule for work and the wages to be paid therefor with blanks for the amount of wages to be filled in after local ascertainment of what employers will pay and the approval of the ITU; and (2) Provisions as to apprentices.

Under "Miscellaneous" the Conditions of Employment form contained provisions (1) permitting the members to refuse to work on struck work, (2) requiring "reproduction" or "setting bogus," (3) stating that office rules "shall in no way abridge the civil rights of members, or their rights under International Typographical Union laws," (4) requiring that in any necessary decrease or increase in force, such increase or decrease shall be made according to the seniority priorities of the members, (5) giving any member [fol. 3069] discharged the right to appeal to the local union, then to the Executive Council and finally to a convention, all pursuant to ITU laws, (6) giving the members the right to seek other employment when any condition in the office becomes unsatisfactory, and to refuse to work when they consider themselves unable or unwilling to perform the duties imposed by the office, (7) stating that: "Members will work only under direction and supervision of a foreman of the composing room who is a member and who, as foreman, shall have full and complete control over the hiring and discharge of members doing any work in said composing room," and, finally, (8) that the composing room shall be operated under the laws of the International Typographical Union and of the local union.

The control of the ITU over its locals in this "no contract" policy was shown by a statement in The Typographical Journal which said that one month after the effective date of the Act, "* * * not one contract signed after the effective date (had) reached the contract department of the International Typographical Union from any local union located in the United States. The flow of contracts was stopped as simply and effectively as turning off a spigot."

But the Conditions of Employment plan of the ITU was

not accepted by the publishers as readily as the ITU had anticipated. The ANPA Special Standing Committee urged publishers not to accept it, advising that a collective bargaining contract was necessary for their protection. General Counsel Denham of the Board publicly stated that the ITU "no contract" policy violated the amendments to the Act. On September 23, 1947, a complaint was issued against the ITU and its Baltimore local alleging that the application of the "no contract" policy violated the Act.

To avoid the charge that it was violating its obligation to bargain in good faith by adhering to its "no contract" policy, the ITU, by a letter from its President dated October 7, 1947, announced a change of policy. Under the new policy employers who insisted on a contract instead of operating under the Conditions of Employment were to be offered a Form P-6A Contract prepared by the ITU. It was explained [fol. 3070] to the locals that they could "easily comply" with the requirement of good faith bargaining by offering to sign this Form P-6A Contract if the employers would sign it.

Form P-6A

The P-6A Form of Contract provided that the contract should continue in effect "unless and until terminated by either party by written notice of sixty days," and contained Clauses, (a) through (i), which: (a) recognized the union as the exclusive bargaining representative of all employees subject to the union's jurisdiction; (b) delegated to the union the power to make and enforce, without interference by the employer, laws, rules and decisions for conditions under which its members might seek or accept employment; (The ITU by this clause alone would retain the unilateral framing of conditions of employment.) (c) agreed "that the General Laws of the International Typographical Union, in effect January 1, 1947, not in conflict with law or this contract, shall govern relations between the parties or conditions not specifically enumerated herein"; (d) required the employer to assign to journeymen and apprentices all work that had been traditionally assigned to them (as defined by the Union), and provided that if the employer was not satisfied with the union's decision the employer could, on ten days notice, declare the agreement null and void; (e) agreed

that any refusal of union members to work with non-union employees would not constitute a breach of the agreement; (f) recognized that no member of the union shall be required or expected to cross a picket line established by any subordinate union; (g) bound the employer not to require its employees to work on "struck work"; (h) provided for a Joint Standing Committee, composed of equal numbers of representatives appointed by each of the parties, to pass on disputes arising as to construction of clauses of agreement, and arbitration in the event that the Joint Standing Committee failed to agree—except that local union laws and General Laws of the ITU not affecting wages, hours or working conditions were not to be subject to arbitration; and (i) limited liability for breach of agreement to not more than $25.00 except on claims for wages.

[fol. 3071] When this Form P-6A was distributed to the locals they were told that they could not change in any way the sixty day termination provision nor provisions (a) to (i), both inclusive. It was explained that the sixty day cancellation provision was absolutely essential because:

"It puts the employer in the position where he is likely not to have union employees working for him if he hires non-union men; if he brings non-union matter for you to work on, or if he tries to take away your jurisdiction. The reason we adopted a 'no contract' policy was to protect ourselves against the above acts which the employer could perform to our destruction.

"NOW—with the 60-day notice requirement of the T-H-L, a local union can terminate form P-6A on 60 days' notice and begin 'bargaining in good faith,' again, even 'Denham style,' and be free at the end of the 60 days.

• • • •

"It may be after the employer 'bargains in good faith' with us he will take another look at our 'Conditions of Employment' idea which was successful and acceptable enough until the T-H-L and Denham"

The Chicago Negotiations

The local unions followed the ITU instructions to the letter. A typical example of the operation of these plans of the ITU is shown by the negotiations in Chicago. On July 21, 1947, the local gave notice that the current contract would expire in three months and requested negotiations as required by the contract. The union offered a one year extension of the contract with the addition of Form A, as instructed at that time by the ITU. The publishers rejected this because of the sixty day cancellation clause which they contended gave no stability to their arrangements with the union. They then proposed a straight one year extension with the additional clause that no term was to be interpreted contrary to law. Throughout all the proceedings both sides in suggesting contracts provided that wage scales would be [fol. 3072] negotiated later. At the August 21st meeting of the negotiators, the local revealed its future intention to sign no contracts and to work according to unilateral Conditions of Employment. From this time on the publishers refused to discuss wages at all so as not to reveal prematurely the acceptable wage scales which the union could incorporate into its Conditions. The publishers insisted upon agreement first as to some contract framework.

On October 21, 1947, the existing contract expired. On that day the local offered Form P-6A. This was rejected. On November 8th President Randolph of the ITU entered the negotiations. Mr. O'Keefe, the Secretary of the CNPA, testified that when President Randolph participated in the negotiations he also followed closely the policy prescribed by the ITU; and that in the meeting held by representatives of the union and publishers on November 10, 1947, Mr. Randolph stated to the representatives of the publishers:

> "We have got now what we intend to keep, courts or no courts, Congress notwithstanding.
>
> "We are going to maintain that. We will not work with non-union men, we will not handle the non-union product, we will keep our jurisdiction. We haven't got a contract now, we have already reached that objective. * * * We can still strike for money. The thing we do not have is money. We have got all the

other things, we have had them for years and are not going to give them up now or ever."

The CNPA refused to recognize a unilaterally established wage scale without a lawful contract of reasonable duration. Thereupon, on November 24, 1947, the Chicago local went out on strike.

On November 17, 1947, the ANPA filed charges against the ITU and its officers resulting in a Board complaint which was issued November 21, 1947. This is the ANPA case, Nos. 10331 (the enforcement petition) and 10329 (the charging complainant's petition to review) here. On January 12, 1948, the CNPA filed charges against the Chicago [fol. 3073] Typographical Union No. 16 and the ITU resulting in a Board complaint as of January 13, 1948. This is the Chicago case, No. 10332 here. On January 2, 1948, the Board also issued a complaint against the ITU and various locals upon the charges of the Union Employers Section of the Printing Industry of America, Inc., and other printing associations, filed December 5, 1947. This is the PIA case, No. 10356 here.

During the time the hearings on the complaints in the ANPA and Chicago cases were still in progress before a trial examiner, the Board, acting by its Regional Director for the Ninth Region, filed, in the United States District Court for the Southern District of Indiana, a petition for an order restraining and enjoining the ITU and its agents, pursuant to § 10(j) of the Act, from continuing their unfair practices pending final decision and order by the Board. Upon a showing of probable violation of the Act, the Court, on February 25, 1948, entered an order restraining the union from violating § 8(b)(1)(A) and § 8(b)(2) of the Act. *Evans* v. *I. T. U.*, 76 F. Supp. 881.

Later Negotiations

Later conduct of the union is best shown in reference to the negotiations in New York City with the newspaper publishers. There the existing contract expired on March 31, 1948. There again there were the usual proposals by the union and the usual employer refusals to discuss wages without some assurance of a contract for a definite period. On March 31, 1948, the ITU sent instructions to its locals

on how to comply with the injunction. A new form for a one year contract (to be cancelled in sixty days if the union won the Board cases) was sent out. This new form was similar to Form P-6A except that it omitted clause (e) and part of clause (g). In New York the negotiations dragged along, with some show of desire by the local to agree to terms other than the specified. At the time the hearings in the ANPA case closed, these negotiations had not been concluded.

One other occurrence should be noted. On April 12, 1948, Detroit Local No. 18 entered into a different form of [fol. 3074] contract with the Graphic Arts Association of Michigan. Pertinent portions of the contract were as follows:

"STATEMENT OF INTENT

"* * * it is the purpose and intent * * * of the Graphic Arts Association * * * to continue the cooperative and mutual relations with the Union. It will be the Employers' Section's purpose to maintain all prior practices in the operations of its composing rooms to the fullest extent permitted by the law, and to provide the maximum possible union security. The Employers' Section and its members will not undertake any activity which will in any sense undermine or jeopardize the Union's strength or security or the well being of its members. It is the intent of the Employers' Section and its members to limit composing room work to jobs obtained on a normal account basis. * * *"

The contract also adopted rules and laws of the unions "not in conflict with law." There was a clause limiting hiring to the foreman. Finally, workers were required to fulfill certain competency requirements. An applicant was required either to be a member of the union or else to show a certain amount of training and pass certain tests, such tests to be given by union members in conjunction with employer representatives.

On October 14, 1948, Judge Swygert found the ITU in contempt of his injunction because of the competency clause in the proposed form for a contract sent out at the end of March. *Evans* v. *I. T. U.*, 81 F. Supp. 675.

The success of the ITU's bargaining policies during these periods is shown by the finding of the Trial Examiner in the ANPA case, No. 9-CB-5, that:

> "* * * up to the time of the injunction hearing in March 1948, 682 scales within ITU policy had been put into effect. Of these, 368 were in the newspaper and 314 in the commercial field. The figures without reference to the particular field, are further broken down as follows:
>
> [fol. 3075] "Conditions of employment 271
> P-6A agreements 18
> Other contracts 4
> Voluntary increases 296
> Interim openings 93
> Extension agreements 2
>
> "No contract was approved during this period which did not contain a 60-day cancellation clause. * * *"

These figures show that the ITU's desire for work at increased wages, without giving up its traditional policies and practices, was granted by the publishers in most cases and that the offer of the P-6A contract served its purpose of driving the publishers to accept what seemed the lesser evil, the Conditions of Employment and voluntary increases without any contract.

Decision and Order of the Board

§ 8(b)(2)

The Board found that the ITU had violated § 8(b)(2) of the Act which prohibits a labor organization or its agents from coercing or attempting to coerce an employer to discriminate against an employee in violation of § 8(a)(3) of the Act. The Board found that the ITU and its agents did this by applying coercive pressure on employers in the newspaper industry in order to compel the publishers to maintain the closed shop conditions. This finding was premised on the use by the ITU of its "bargaining" scheme including its Conditions of Employment or "no contract" strategy and its Form P-6A or "sixty day contract" strategy. The Board adopted the findings of the Trial

Examiner that the negotiations taking place after August 23, 1947, throughout the country were marked, on the union side, by the use of the Conditions of Employment form, the adamant refusal of the union to enter into any contract, written or oral, with respect to employment conditions and by the publishing by the local unions and the respondents, through the "Conditions" form and otherwise, of the threat that union members would walk out if [fol. 3676] non-union men were employed. The Trial Examiner and the Board found that this idea of the union was further shown by the local unions' and the respondents' insistence that the absence of any contractual relations would enable the respondent ITU and the local unions to carry out the threat of a strike without incurring any liability under the Act, and that, in the view of the unions, the absence of a contract would provide them with such freedom in the formation of the strike issue as would enable them, in the event that the employers departed from closed shop practices, to cloak the threatened strike with a legitimate economic label.

§8(b)(1)(B)

The Board also found that the respondent ITU and its officers were guilty of violating §8(b)(1)(B) of the Act by engaging in coercive conduct designed to compel employers to continue hiring only union foremen in composing rooms. This subsection of the Act provides that it shall be an unfair labor practice for a labor organization to restrain or coerce "an employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances." The decision of the Board recites the broad powers which the ITU "laws" required the employers to delegate to the foremen, including the power to adjust grievances and the power to hire and discharge individual employees. These "laws" also provided that the foreman was the "only recognized authority in the composing room." The Board held that the existence of coercion did not depend on the effect of coercion in a particular case; that:

"It is enough, as here, that the Respondents threatened strike action—a coercive tactic calculated and

designed to force the employers to capitulate to the foreman demands."

§8(b)(6)

The Board held that the insistence of the respondents on the retention in all contracts of the provision requiring "reproduction" or "setting bogus" did not violate §8(b)(6) of the Act; that such a requirement did not con- [fol. 3077] stitute "* * * an exaction for services which are not performed or not to be performed," within the meaning of this provision of the Act.

§8(b)(1)(A)

The Board dismissed all of the §8(b)(1)(A) allegations of the complaint without passing on the sufficiency of the proof. This was done on the theory that the proviso in that subsection expressly providing: "That this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein," absolutely protected labor organizations from being guilty of restraining or coercing employees in the exercise of their rights under §7 of the Act so long as such restraint or coercion consisted only of the exercise by the labor organization of its rights over the acquisition or retention of membership in such organization. One of the charges of the complaint so dismissed was that the respondents refused and caused the subordinate locals to refuse to bargain collectively. While this specific conduct of respondents alleged to be a violation of §8(b)(1)(A) would clearly have constituted a violation of §8(b)(3), the complaint did not allege that such conduct violated §8(b)(3).

Substantive Clauses of Form P-6A

In the hearing before the Trial Examiner, the General Counsel contended that the substantive clauses (a), (b), (c), (d) and (e) of Form P-6A, considered separately and in various combinations, constituted that form a legally binding agreement to maintain a closed shop and that, therefore, the insistence on such clauses was invalid. However, the Trial Examiner, while not agreeing with this con-

tention, was of the opinion that the sixty day cancellation provision of Form P-6A, considered alone, coerced the employers to discriminate against the employees in violation of §8(b)(2). The Board found it "unnecessary" to pass upon the legality of these miscellaneous clauses in the Form P-6A Contract for the reason that it had theretofore found that the P-6A phase of the ITU's "bargaining strategy," because of the sixty day cancellation provision, was de-
[fol. 3078] signed to and did coerce employers into maintaining closed shop conditions, non-contractually, under threat of strike action. The Board was, therefore, of the opinion that decision as to the legality of such substantive clauses considered separately or in combination with others, could not change the scope of the remedial order which the Board proposed to issue.

Order of the Board

The Board ordered that the respondents, the ITU and its officers and agents, cease and desist from:

> "(1) Threatening to take strike action, or directing, instigating, or encouraging employees to engage in or to threaten to engage in, strike action, or approving or ratifying strike action taken by employees for the purpose of requiring employers either non-contractually or as a matter of contractual obligation to violate Section 8(a)(3), by discriminating with respect to the employment or conditions of employment of any employee.
>
> "(2) In any other manner causing or attempting to cause employers to discriminate against employees in violation of Section 8(a)(3) of the Act.
>
> "(3) In any manner restraining or coercing employers in the selection of their representatives for the purposes of collective bargaining or the adjustment of grievances."

The ANPA in its petition to review and modify this order of the Board alleged that the Board had erred in (1) holding that the ITU had not violated certain sections of the Act; (2) failing to decide various issues raised by the complaint

as to alleged unfair labor practices by respondents; and (3) not granting the relief sought against the ITU.

The prayer of the petition was that this Court review and modify the decision and order of the Board "and make and enter a decree in the following terms and words to wit: * * *." Then followed a proposed cease and desist order [fol. 3079] against the respondents, the ITU and its officers, to be entered as the decree of this Court.

In a former opinion in this case, 190 F. 2d 45, this Court granted the motion of the Board to strike that part of the prayer of the ANPA's petition to review which sought enforcement of that part of the Board's order which was favorable to the ANPA. This was done because the ANPA was not an "aggrieved person," within the meaning of §10(f) of the Act, as to that part of the order which was favorable to its contentions. We there also concluded that it was for the Board, and not for this Court, to fashion the remedy and that if we were of the opinion, after a hearing on the merits, that a remedial order should have been issued by the Board, the case would be remanded to the Board for that purpose.

Discretion to Withhold Decision of Litigated Issues

The ANPA insists that when the General Counsel has issued a valid complaint alleging that a labor organization has been or is committing unfair labor practices in violation of the Act, the Board is required by §10 of the Act: (a) to make findings as to whether such labor organization has committed or is committing said acts; (b) if it finds that such labor organization has committed or is committing said acts, to decide whether said acts are unfair labor practices prohibited by the Act; and (c) to issue an order requiring said labor organizations to cease and desist from such unfair labor practices and to take such affirmative action as will effectuate the policies of the Act.

The ANPA admits that the issuance of a complaint charging unfair labor practices is entirely within the discretion of the Board or its agents but insists that after the complaint has been issued the Board must proceed with a hearing, with findings and with an appropriate order based on such findings. In support of this contention the ANPA

cites §10(b) and §10(c) of the Act which *empowers* the Board to issue a complaint "stating the charges * * * and containing a notice of hearing before the Board * * *." [fol. 3080] Section 10(c) also provides that:

> "If upon the preponderance of the testimony taken the Board shall be of the opinion that any person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue * * * an order requiring such person to cease and desist from such unfair labor practice, and to take such affirmative action * * * as will effectuate the policies of this act. * * * If upon the preponderance of the testimony taken the Board shall not be of the opinion that the person named in the complaint has engaged in or is engaging in any such unfair labor practice, then the Board shall state its findings of fact and shall issue an order dismissing the said complaint."

The ANPA contends that these sections of the Act leave the Board no discretion to refuse to decide each important issue presented to it by such a complaint. However, the Board here did not fail to decide whether the respondents were or were not "engaging in any such unfair labor practice." The Board merely refused to consider what at best would be cumulative evidence of an unfair labor practice already found.

Section 10(b), after providing for the issuance of a complaint, also provides that "any such complaint may be amended by the * * * Board in its discretion at any time prior to the issuance of an order based thereon." These words would appear to give to the Board the express power to delete from, at least to some extent, as well as to add to the charges of the complaint. The Board is given the power to do this "at any time prior to the issuance of an order." Such an amendment could be made not only during the hearing but at any time subsequent to the hearing if it was done prior to the issuance of the order. It would seem inconsistent to give the Board the power to so dispose of a charge made by the complaint but to refuse to permit the Board to dismiss a portion of a charge of the complaint which the Board felt need not be further pursued.

[fol. 3081] The ANPA also relies on *Carl J. Jacobsen, et al.* v. *N. L. R. B.* (3rd Cir.) 120 F. 2d 96, as supporting its contention that the Board erred in dismissing the substantive charges on P-6A. In that case, however, the Board dismissed the entire complaint after refusing to afford the complainant an opportunity to introduce sufficient evidence to show necessary impact on interstate commerce. The Court held that under the facts of that case the action of the Board was an abuse of its discretion. In its opinion the Court did say, at page 100:

> "It will be noted that the jurisdiction of the Board is not a compulsory jurisdiction. Assuming that all circumstances looked to by the Act are in existence, none the less we are of the opinion that the Board does not have to cause a complaint to be issued against the employer or proceed to prohibit any unfair labor practices complained of. The course to be pursued rests in the sound discretion of the Board and is the concern of expert administrative policy. That discretion is not a legal discretion at least in so far that upon the abuse of it the several circuit courts of appeals might compel the Board to issue a complaint. The jurisdiction of the courts of appeals to review the actions of the National Labor Relations Board is conferred by statute and review of the Board's actions must rest within the statutory power granted to the reviewing courts under Sections 9 and 10 of the Act, 29 U. S. C. A. §§ 159 and 160."

That case presented an entirely different situation, both factually and legally, from the one with which we are here confronted. Here the Board found the ITU guilty of unfair labor practices in violation of § 8(b)(2) of the Act in that the union by its bargaining policy, including its insistence first on the use of its Conditions of Employment and then on the P-6A Contract Form, with a sixty day cancellation clause, was coercing the employer into a closed shop in discrimination against non-union employees. The miscellaneous clauses of the Form P-6A Contract, on which the ITU insisted, were a part of the ITU's general bargaining

[fol. 3082] policy which the Board condemned. The Board issued a broad order directing the ITU to cease and desist from threatening strike action, or directing or encouraging employees to threaten or to take strike action, for the purpose of requiring employers to violate § 8(a)(3), or in any other manner causing or attempting to cause employers to discriminate against employees in violation of § 8(a)(3). While it seems perfectly clear that the insistence of the ITU on the inclusion as a whole of the substantive clauses of the Form P-6A in all collective bargaining contracts might be in furtherance of the ITU's condemned bargaining scheme, we are of the opinion that it was not necessary for the Board to consider the validity of such clauses separately. It would seem that the further insistence on the use of these substantive clauses as a coercive scheme to secure a closed shop would be in violation of the broad terms of the Board's order and could be stopped by enforcement of the Board's order. In *Evans* v. *I. T. U.*, 81 F. Supp. 675, the decision holding the ITU in contempt, it was demonstrated that a union could not avoid the consequences of its violation of a court's order enjoining its unfair labor practices by merely changing those activities to activities of a slightly different type or nature which had not been specifically litigated but which were used by the union to accomplish the same prohibited results. We would not consider the decision of the Board as to the validity of the separate clauses of the P-6A Contract Form necessary to a later enforcement of the Board's order against coercive use of such clauses in a manner to cause discrimination by employers against non-union employees in violation of § 8 (a) (3).

Failure to Find That the ITU Failed to Bargain in Good Faith.

The complaint before the Board in this case alleged that the ITU restrained or coerced employees in the exercise of the rights guaranteed by § 7 of the Act by refusing and causing its subordinate unions to refuse to bargain collectively, in good faith. It was alleged that this action on the part of the ITU constituted a violation of § 8(b)(1)(A) of the Act but the complaint failed to allege that such action con- [fol. 3083] stituted a violation of § 8(b)(3). The Board held

that the acts alleged in the complaint as constituting violations of § 8(b)(1)(A) did not come within the prohibition of that subsection of the Act and apparently was under the impression that, since the particular action alleged was not alleged to be a violation of § 8(b)(3), it was required to dismiss this charge without passing upon the sufficiency of the proof. We think this action of the Board, in so dismissing the charge of failure to bargain in good faith, constituted error. There was an abundance of evidence here to support a finding that the ITU and its agents did fail to bargain in good faith and the record clearly indicates that the ITU recognized this as one of the charges against it. The failure to specify in the complaint the correct subsection of the Act did not require the Board to dismiss this charge without a consideration as to the sufficiency of the proof. Where, as here, the complaint clearly describes an action which is alleged to constitute an unfair labor practice but fails to allege which subsection of the Act has been violated or alleges the wrong subsection, such failure or mistake, if it does not mislead the parties charged, does not prevent the Board from considering and deciding the charge so presented.

In the rules and regulations promulgated by the Board to cover procedure before it, the Board recognized that the accomplishment of the broad purposes of the Act should not be hindered nor prevented by technicalities in procedure. This is shown by the fact that in these rules and regulations the Board provided that: "These rules and regulations shall be liberally construed to effectuate the purposes and provisions of the Act." 29 U. S. C. A. § 102.93.

The function of the complaint in such an unfair labor practice was well stated in *N. L. R. B.* v. *Piqua Munising Wood Products Co.*, (6th Cir.) 109 F. 2d 552, 557, where the Court stated:

> "The sole function of the complaint is to advise the respondent of the charges constituting unfair labor practices as defined by the Act, that he may have due notice and a full opportunity for hearing thereon. The [fol. 3084] Act does not require the particularity of pleading of an indictment or information, nor the elements of a cause like a declaration of law or a bill of

equity. All that is requisite of a valid complaint before the Board is that there be a plain statement of the things claimed to constitute an unfair labor practice that respondent may be put upon his defense. (Citing cases.)"

The complaint in the instant case was adequate to meet these requirements.

§ 8(b)(1)(A)

The ANPA contends that the Board's interpretation of § 8(b)(1)(A) is too narrow; that the proviso to this section does not permit the ITU to restrain or coerce employees in the exercise of the rights granted by § 7 of the Act. The ANPA points out that expulsion from ITU membership may involve the loss by the employee of his job and other economic benefits such as pension and mortuary provisions and that the threat of such deprivation certainly constitutes restraint and coercion upon an employee's right to refuse to join or take part in union activities. The Board insists, however, that the proviso to this section prevents the threat from being in violation of this section. The proviso declares that:

"This paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein."

This proviso is attached to § 8(b)(1)(A) as a limitation on this particular definition of an unfair labor practice. It was within the legislative power of Congress to make or not to make the restraint or coercion of employees an unfair labor practice. If Congress chose to make such action illegal it could attach such limitations as it chose to the definition. The ANPA contends that the argument of the Board on this point is analogous to the claim that the right of free speech guaranteed by the First Amendment protected an employer in coercing employees by the use of speech as a part of an anti-union pattern of conduct.

The difference is that the coercion of employees by a labor organization is illegal only to the extent that it is [fol. 3085] declared so by Congress. In this section of the Act Congress has said that only such action was illegal

which would "not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership." Under this limitation Congress left labor organizations free to adopt any rules they desired governing membership in their organizations. Members could be expelled for any reason and in any manner prescribed by the organization's rules, so far as § 8(b)(1)(A) is concerned. This interpretation has support in the legislative history of the Act. It is also significant that while the Board has been so interpreting this section of the Act during the past four years, Congress has not amended the section to indicate that a broader interpretation of the section was intended or desired. It is not within the power of the courts to write into this section of the Act, by interpretation, language which would broaden its scope.

Nor can we agree with the contention of the ANPA that a violation of other subsections of 8(b) are also necessarily violations of § 8(b)(1)(A) in the same manner that violations of other subsections of § 8(a) have been held to be violations of § 8(a)(1). In Teller, *Labor Disputes and Collective Bargaining* (1950 Supplement), it is stated at page 82, § 398.48:

> "The fact that the union's actions are unfair labor practices under other subdivisions of Section 8(b) does not make them violations of 8(b)(1)(A), which is, as stated above, concerned only with clearly non-peaceful or otherwise specifically unlawful labor activity. A union's refusal to bargain in violation of the Act, or its insistence (based on a desire not to interfere with the rights of employees but to protect its own interests) on an illegal hiring hall arrangement is accordingly not violative of 8(b)(1)(A)."

Reproduction or Setting of Bogus as Violation of Section 8(b)(6)

In this section of the Act we are again confronted with a situation where Congress could have outlawed all so-called [fol. 3086] "feather-bedding" but apparently did not see fit to do so. Instead Congress declared in § 8(b)(6):

> "It shall be an unfair labor practice for a labor organization or its agents * * * to cause or attempt

to cause an employer to pay or deliver or agree to pay or deliver any money or other thing of value, in the nature of an exaction, for services which are not performed or to be performed."

The ANPA insists that this language is sufficient to cover the reproduction or "setting bogus" practice which had prevailed in composing rooms for many years and which the ITU insisted be continued.

With this contention we cannot agree. The legislative history of the Act clearly indicates that Congress did not intend by this section to cover all types of "feather-bedding." While the ANPA contends that Congress, by using the words "exaction" and "services," has made this section so clear that it is not subject to interpretation, we note that there was much discussion and some disagreement in Congress as to its correct interpretation and that the parties here are in sharp disagreement as to what the section means.

While this question was before Congress the House Bill defined several practices as feather-bedding and prohibited strike activity to compel an employer to accede to any such practices. The Senate Bill contained no such prohibition. The Conference Committee compromised the matter by agreeing on § 8(b)(6) in its present form. Senator Taft in explaining this provision to the Senate said:

> "The House had rather elaborate provisions prohibiting so-called feather-bedding practices and making them unlawful labor practices. The Senate conferees, while not approving of feather-bedding practices, felt that it was impracticable to give to a board or a court the power to say that so many men are all right and so many men are too many. It would require a practical application of the law by the courts in hundreds of different industries, and a determina- [fol. 3087] tion of facts which it seemed to me would be almost impossible. So we declined to adopt the provisions which are now in the Petrillo (Lea) Act. * * * We thought that probably we had better wait and see what happened, in any event, even though we are in favor of prohibiting all feather-bedding practices.

*However, we did accept one provision which makes it "an unlawful labor practice for a union to accept money for people who do not work. That seemed to be a fairly clear case, easy to determine. * * *."* (Emphasis supplied.) 93 Cong. Rec. 6441, Leg. Hist. p. 1535.

Senator Taft by this statement clearly indicated that in his opinion the only practice covered by § 8(b)(6) was the practice of demanding money where no *work* had been done. He explained further, however, that the section did not even cover all cases where employees were paid for time during which th-y did not work, such as rest periods, time for lunch and vacation periods; that such periods were merely incidental to the work for which the employee was hired and paid. Examples of practices covered by the section were explained by Senator Taft as follows:

> "* * * it seems to me that it is perfectly clear what is intended. It is intended to make it an unfair labor practice for a man to say, 'You must have 10 musicians, and if you insist that there is room for only 6, you must pay the other 4 anyway.' That is in the nature of an exaction from the employer for services which he does not want, does not need, and is not even willing to accept." (93 Cong. Rec. 6603).

Senator Ball in speaking in favor of this section also said that it applied to a situation where an employer is required to pay for a stand-by orchestra, "which does no work at all." (93 Cong. Rec. 7683).

In the instant case the pay for "setting bogus" was only for the time the employee actually worked in setting the "bogus," amounting to approximately five per cent of his total working time. He was a regular employee, not hired [fol. 3088] merely to set "bogus," but hired to do composition work which the employer required. While the "bogus" was not ordinarily used by the employer, the necessary work to compose it was actually done by the employee. Requiring that the employer pay for such work was not a violation of § 8(b)(6).

We conclude that the actions and order of the Board in this case were correct with the exception of the Board's failure to make a finding and an appropriate order on the

allegation of the complaint that the ITU and its agents had failed to bargain collectively in good faith. That part of the case is, therefore, remanded to the Board for the purpose of making a finding on this charge and an appropriate supplementary order based thereon.

Cases No. 10331 and No. 10332

These cases involve petitions by the Board for the enforcement of the cease and desist orders it entered against the ITU and its agents in the Board's Case No. 9-CB-5, the ANPA case, the same order we have considered in our Case No. 10329, and against the ITU and its Chicago local in the Board's Case No. 13-CB-6, the Chicago case, No. 10332 here. Both of these orders were entered by the Board on the same day, October 28, 1949.

These two cases present the following questions which were not covered above in our discussion of the ANPA case, No. 10329:

(1) Whether the Board properly found in both cases that the respondents therein named, the ITU and its agents in the ANPA case and the ITU and its Chicago local in the Chicago case, violated § 8(b)(2) of the Act by coercing employers to compel them to agree to the ITU's bargaining scheme which was designed primarily to effect the maintenance of closed shop conditions.

(2) Whether the Board in the Chicago case properly held (a) that the ITU and its Chicago local were under a statutory duty to bargain collectively, and (b) that they had refused to bargain within the meaning of §8(b)(3) of the Act.

[fol. 3089] (3) Whether the Board in the ANPA case properly found that the ITU restrained and coerced the employers in the selection of their representatives for the purpose of the adjustment of grievances in violation of § 8(b)(1)(B) of the Act.

Violation of § 8(b)(2)

The Board found in both of these cases that the respondents had violated § 8(b)(2) of the Act which provides:

"It shall be an unfair labor practice for a labor organization or its agents * * * *to cause or attempt to*

cause an employer to discriminate against an *employee* in violation of subsection 8(a)(3) * * *." (Our emphasis.)

The Board held that the ITU and its agents in the ANPA case and the ITU and its Chicago local in the Chicago case violated this section of the Act by insisting, on threat of strike, that the employers maintain closed shop conditions. Subsection 8(a)(3) provides that under conditions such as those here involved it is an unfair labor practice for an employer to discriminate in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage union membership.

The ITU contends that neither the record nor the evidence sustains the findings of the Board in these two cases on this question. The ITU first contends that to show a violation of § 8(b)(2) there must be a showing that "particular employees or applicants were the actual or intended objects" of the discriminatory scheme. In *N. L. R. B.* v. *National Maritime Union*, (2nd Cir.) 175 F. 2d 686, 689, it was pointed out that the Board in discussing this question had said:

> "In our view, the prohibition is not confined to those instances in which specific non-union employees are unlawfully discriminated against. It extends as well to instances in which the union, or its agents, seeks to cause the employer to accept conditions under which any non-union employee or job applicant will be unlawfully [fol. 3090] discriminated against. The acts of the Respondents in the instant case fall squarely within this prohibition."

The Court approving this statement of the Board there said, at page 689:

> "Like the Board, we see no rational basis for respondents' argument that Section 8(b)(2) does not make it an 'unfair labor practice' to attempt to cause an employer to discriminate against a group of employees or potential employees but only against some specified employees or potential employees."

We likewise agree that the use in this subsection of the words "an employee" does not require such a narrow interpretation as would limit the application of the subsection to those cases where a particular employee or employees are involved. See also *United Mine Workers* v. *N. L. R. B.*, (C. A. D. C.) 184 F. 2d 392.

The ITU also argues that in these two cases there was no showing that the ITU did more than to cause or attempt to cause "an employer to do more than create the possibility of discrimination at some indefinite future time." With this we cannot agree. Under the coercion of threats of strikes and strikes the ITU, its agents and its locals attempted to secure the maintenance of the closed shop conditions which would discriminate against non-union employees in violation of § 8(a)(3). In many, many cases the employers acceded to the coercive demands of the ITU, and, either non-contractually under the Conditions of Employment or under the Form P-6A, did maintain its closed shop conditions contrary to the provisions of § 8(a)(3). It cannot be seriously contended that where the employers actually yielded to these coercive demands and maintained closed shop conditions, non-union employees were not discriminated against.

The ITU contends that in the ANPA case the complaint charged only "attempting" to cause the employers to discriminate, that the Trial Examiner found only "attempts" to cause employers to discriminate and that, therefore, the [fol. 3091] Board's finding that the ITU *caused* discrimination was not authorized. The ITU also contends that there was no evidence to support such a finding.

Only by a technical interpretation of the complaint can we say that the complaint failed to charge "causing" discrimination. Paragraph V of the complaint alleged that respondents "attempted to cause and are attempting to cause" employer discrimination by (a) imposing conditions of employment which cause or attempt to cause employment discrimination; (b) demanding contracts which cause or attempt to cause employers to discriminate against employees; and (c) causing locals to do the same. The complaint also alleged that respondents restrained and coerced employees by causing or attempting to cause employers to discriminate against employees as set forth in Paragraph

V of the complaint. These allegations were sufficient to put the respondents on notice that they were also being charged with having caused such discrimination and to enable them to defend against such a charge.

There was sufficient evidence to sustain a finding that the respondents had caused such discrimination. The Trial Examiner in his Intermediate Report stated:

> "Realistically viewed it appears obvious that the application of closed shop hiring practices, especially where generally known to exist as they must be where ITU hiring procedures are followed, operates in a discriminatory manner against all prospective non-union applicants for employment."

The Trial Examiner then pointed out, however, that violation of § 8(b)(2) does not depend on a showing that § 8(a)-(3) has been actually breached or that any specific individual was the object of discrimination. The Intermediate Report shows that the Trial Examiner failed to find that the respondents had caused discrimination only because he did not consider it necessary to a finding that they had violated § 8(b)(2). We refer to the statements of the Trial Examiner only to show that his opinion on this question was not inconsistent with the finding of the Board. Of course, if there had been inconsistency, the opinion and finding of the [fol. 3092] Board would control, where, as here, it was based on a charge supported by sufficient evidence.

Violation of §8(b)(3)

In the Chicago case the complaint alleged that the respondents, the ITU and its Chicago local, were, at all times here involved, the designated exclusive bargaining representatives of all the employees of the Chicago newspaper publishers represented by the CNPA and, as such representatives, the respondents refused to bargain collectively in good faith. The Trial Examiner found that the evidence sustained this charge and concluded that the respondents, and each of them, by refusing to bargain collectively in their capacity as exclusive bargaining representatives of the employees, had engaged in unfair labor practices contrary to the prohibition of §8(b)(3) of the Act. The Board agreed

with the findings and conclusions of the Trial Examiner on this point and ordered both respondents to cease and desist from refusing to bargain collectively, and, affirmatively, that upon request the respondents bargain collectively.

There can be no real doubt but that consideration of the entire record in the Chicago case shows that the Board was fully justified in finding that both respondents failed to bargain in good faith. The respondents attempted to justify their actions by the statement found in §8(d) of the Act which provides that the obligation to bargain in good faith "does not compel either party to agree to a proposal or require the making of a concession." This provision does not mean that either party may comply with the duty to bargain by entering into and participating in negotiations with a fixed and determined purpose of avoiding the making of an agreement. Here the Chicago local, under the direction, supervision and control of the ITU, started negotiations by a meeting with representatives of the CNPA on July 30, 1947. The union was represented by the Scales Committee of the Chicago local. There was testimony that at that first meeting President Pilch of the Chicago local opened the discussion by saying that his committee was functioning under instructions of the ITU and that they [fol. 3093] could not submit formal proposals as they had in the past; that at the second meeting Mr. Pilch said, "you know we must follow International Law"; and that at a meeting on August 18th Mr. Pilch said that the union would not permit a non-union man to post his name on the priority board, and there was no other way of obtaining work in the composing room.

Here there was evidence from which the Board could find that from the start of the negotiations the Chicago local was strictly following the "no contract" policy dictated by the ITU, as described above, and was openly defying the provisions of the Act which required good faith collective bargaining.

According to some of the testimony the same attitude prevailed later when President Randolph and two members of the Executive Council of the ITU personally participated in the negotiations. It was testified that President Ran-

dolph at one of the negotiating meetings made the statement that, "We have got now what we intend to keep, courts or no courts, Congress notwithstanding."

But, the ITU insists that it was not required to bargain collectively with employers by §8(b)(3) of the Act because it was not "* * * the representative of * * * employees subject to the provisions of" §9 of the Act. Section 9(a) of the Act provides:

> "Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment: * * *"

It is admitted that no formal bargaining designations are signed by ITU members. The question of who was the designated bargaining representative of the employees here was, therefore, a question of fact to be resolved by the Board upon consideration of all of the relevant evidence [fol. 3094] bearing on the question. From a consideration of the entire record in the Chicago case we cannot say that the finding of the Board that the ITU and the Chicago local and each of them were the exclusive bargaining representatives of the employees was not supported by substantial evidence or was clearly erroneous. The finding of the Board on this question must, therefore, prevail. See *N. L. R. B.* v. *E. A. Laboratories, Inc.*, (2nd Cir.) 188 F. 2d 885, 888.

Violation of §8(b)(1)(B)

This section of the statute provides that:

> "(b) It shall be an unfair labor practice for a labor organization or its agents—
>
> "(1) to restrain or coerce * * * (B) an employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances;"

The complaint in the ANPA case alleged that the ITU and its agents had been and were violating this section of

the Act by insisting and requiring and by causing its locals to insist and demand that the employers hire only union foremen.

The respondents contend that the ITU's demand for union foremen was lawful; that since foremen are not "employees" under the Act, employers may hire or fire them because of their becoming or ceasing to be members of a union.

However, the Trial Examiner and the Board found that here the insistence of the ITU for union foremen was an integral and inseparable part of the ITU bargaining policy having for its purpose the maintenance of closed shop conditions by holding the employers under constant threat of an immediate or imminent strike and that this was a violation of §8(b)(1)(B). Respondents apparently admit that these foremen are management representatives for the purpose of the adjustment of grievances within the meaning of this section of the Act, but insist that there was no coercion or restraint. They say that there was no threat of a strike [fol. 3095] conditioned on the employer's failure to accede to the demand for a union foreman, and that there was no showing that any publisher resisted or even objected to the appointment of union foremen. They thus imply that there could be no violation of this section of the Act unless their demands met with and overcame resistance on this particular point.

Here, however, their insistence on union foremen was a very important part of their scheme for the maintenance of the closed shop conditions. The foreman had the authority to hire and fire other employees in the composing room. As a member of the ITU the foreman had taken the oath "to use all honorable means within my power to procure employment for members of the International Typographical Union in preference to all others." By the General Laws of the ITU the foreman was to be in complete charge of composing room operations, and "the only recognized authority" to give orders directly to the employees. The respondents apparently thought that union foremen were important to their general scheme for maintaining closed shop conditions. The fact that their threat of strike action was directed to the enforcement of the en-

tire scheme and that there was no special threat to secure this particular point is not important. ITU foremen were secured as a part of their general scheme. The general scheme was secured by threats of strike, by restraint and coercion. Considering the record as a whole we find no basis for saying, contrary to the finding of the Trial Examiner and of the Board, that the respondents, the ITU and its agents did not restrain and coerce the employers in the selection of their representatives for the purposes of the adjustment of grievances in violation of §8(b)(1)(B) of the Act. See *Progressive Mine Workers* v. *N. L. R. B.*, (7th Cir.) 187 F. 2d 298, 301.

The orders entered by the Board in its cases numbered 9-CB-5 and 13-CB-6 will be enforced.

Case No. 10356

This case involves a petition to review and modify the decision and order of the Board in the proceeding brought [fol. 3096] against the ITU and its locals in the printing industry upon charges filed by the PIA. As in Case No. 10329, the PIA, representing the original complaining employers, protests the decision of the Board dismissing certain allegations of the complaint.

The complaint in this proceeding charged the respondents with the following unfair labor practices: (1) refusal of the locals to bargain collectively in good faith, in violation of §8(b)(3); (2) insistence by the ITU and the locals upon the maintenance of closed shop conditions, in violation of §8(b)(2); and (3) restraint and coercion by the ITU and its locals of employees in the exercise of their §7 rights by enforcing union rules upon them, and by other alleged unfair labor practices, in violation of §8(b)(1)(A). During the hearings, upon the request of the respondents, the Trial Examiner also considered actions of the unions subsequent to the issuance of the complaint, principally in connection with the contract signed in Detroit in 1948.

The Board found that respondent locals had refused to bargain collectively in good faith, and that all respondents had insisted upon closed shop conditions. The Board entered an appropriate order, similar to that in the other cases. The Board dismissed the allegations under §8(b)(1)(A) for

the same reasons assigned in the ANPA and Chicago cases. As in the previous cases the Board refused to consider the question of the legality of the insistence by the unions upon inclusion in all contracts of the substantive clauses (a) through (i) of Form P-6A. Furthermore, the Board refused to consider the legality of the policy adopted by the unions subsequent to the issuance of the complaint. The PIA seeks a review here of these dismissals and refusals to review by the Board.

For the same reasons as were set out in the preceding cases, the PIA cannot succeed on this petition. First, it is clear from the wording of §8(b)(1)(A) that it is not a general clause which also prohibits the unfair labor practices described in the subsequent paragraphs of subsection 8(b). Second, the proviso in §8(b)(1)(A) permits unions to enforce their internal policies upon their membership as they see fit. Third, since the Board found as to each alleged un- [fol. 3097] fair labor practice that there had or had not been a violation of the Act, and entered appropriate and adequate preventive orders, it was not an abuse of its discretion to find that it was unnecessary at that time to consider all other actions of the unions which might furnish cumulative proof of these practices.

The petition of the PIA to modify the decision and order of the Labor Board in Case No. 10356 must be denied.

In summary, the decision of this Court in these four cases is as follows. The petitions of the National Labor Relations Board for enforcement of its orders in cases 10331 and 10332 is granted. The orders against the respondents will be enforced. That part of the Board's decision and order in case 10329 which dismissed the charge that the ITU and its agents refused to bargain collectively in good faith is remanded to the Board for consideration and decision upon the merits of the charge. In all other respects the petitions of the moving complainants in cases 10329 and 10356 are denied.

A True Copy:

Teste:

——, Clerk of the United States Court of Appeals for the Seventh Circuit.

[fol. 3098] IN THE UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

No. 10329

AMERICAN NEWSPAPER PUBLISHERS ASSOCIATION, Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD, Respondent

DECREE—February 11, 1952

Before: Kerner, Lindley and Swaim, Circuit Judges

This cause came on to be heard upon the petition of American Newspaper Publishers Association to review and modify the Order of the National Labor Relations Board, dated October 28, 1949. The Court heard argument of respective counsel on October 15, 1951, and has considered the briefs and transcript of record filed in this cause. On December 27, 1951, the Court, being fully advised in the premises, handed down its decision. In accordance therewith, it is hereby

Ordered, adjudged and decreed that the part of the Board's Order of October 28, 1949, which dismissed the complaint insofar as it alleged that the International Typographical Union and its named agents refused to bargain collectively in good faith be, and the same hereby is, remanded to the National Labor Relations Board for consideration and decision upon the merits. And it is further ordered that the said petition in all other respects be, and it hereby is, denied.

Otto Kerner, Judge, United States Court of Appeals for the Seventh Circuit; Walter C. Lindley, Judge, United States Court of Appeals for the Seventh Circuit; H. Nathan Swaim, Judge, United States Court of Appeals for the Seventh Circuit.

[fol. 3099] Clerk's Certificate to foregoing papers omitted in printing.

[fol. 4000] SUPREME COURT OF THE UNITED STATES, OCTOBER TERM, 1952

No. 53

AMERICAN NEWSPAPER PUBLISHERS ASSOCIATION, Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD

ORDER ALLOWING CERTIORARI—Filed October 13, 1952

The petition herein for a writ of certiorari to the United States Court of Appeals for the Seventh Circuit is granted, limited to question No. 2 presented by the petition for the writ. The case is transferred to the summary docket.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.